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The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 13, 1886.

CURRENT TOPICS.

MR. ARTHUR KEKEWICH, Q.C., has been appointed a judge of the High Court of Justice in the place of Vice-Chancellor BACON. The new judge was called to the bar at Lincoln's-inn in 1858, and for many years had a large junior practice, particularly in connection with the Bank of England. He took silk in 1877, and has recently practised in the court of Mr. Justice KAY.

WE MAKE the above announcement with a regret which we feel sure will be shared by the profession. In spite of our appreciation of the many merits which distinguish the new judge in his private and personal capacity, we are bound to say that neither his rank in the profession nor his attainments or characteristics as a lawyer are such as to mark him out for selection as a judge of the High Court.

THE ARRANGEMENTS consequent on the resignation of Vice-Chancellor BACON and the appointment of the new judge will be as follows:—The chamber work, Chief Clerks, and causes of Vice-Chancellor BACON will be transferred to Mr. Justice KAY, and those of Mr. Justice KAY will be taken over by Mr. Justice STIRLING, whose causes will be transferred to Mr. Justice KEKEWICH.

AN ORDER to transfer forty actions from Mr. Justice KAY, thirty from Mr. Justice CHITTY, and thirty from Mr. Justice NORTH to Mr. Justice STIRLING, for the purpose only of trial or hearing, was in course of preparation, but the transfer will now be made to Mr. Justice KEKEWICH.

PROBABLY NO more dramatic judicial retirement was ever witnessed than that of Vice-Chancellor BACON, and certainly no scene was ever less sought or prepared for. Though the learned judge had some time before intimated to the Lord Chancellor his desire to retire, the secret was so well kept that we believe neither bench, bar, nor officers of the court knew anything of the impending event until a few hours—in most cases less than an hour—before it occurred. The Vice-Chancellor's list appeared the evening before with but one part heard case, but this was ascribed to some engagement rendering it necessary for him to rise early, and it was not until Wednesday morning that the news spread through the Royal Courts that the learned judge was about to take his farewell. The expression of respect and affection which followed was so sudden and absolutely spontaneous that the Attorney-General, in conveying to the Vice-Chancellor the good wishes of the bar, explained that he had but a moment ago heard that the duty would fall on him. The duty, nevertheless, was well discharged, and no farewell from the bench has been more impressive than the modest and touching reply of the Vice-Chancellor. We have noticed elsewhere some of those characteristics of the learned judge which have most frequently attracted the attention of that most cynical of all bodies, the bar, but it should be added—if, indeed, after the recent demonstration, it is necessary to add it—that, even among them, the eager relish for the Vice-Chancellor's "latest" was always mingled with unfeigned respect and affection for the vigorous old man, who at long over eighty years of age was still a match for the keenest intellects at the bar.

A QUESTION was raised this week, before Mr. Justice BUTT, as to the interpretation of one of the provisions of the Guardianship of Infants Act, 1886, which we discussed in our recent articles. Section 7 provides that "in any case where a decree for judicial separation, or a decree either *nisi* or absolute for a divorce, shall be pronounced, the court pronouncing such decree may thereby declare the parent by reason of whose misconduct such decree is made to be a person unfit to have the custody of the children (if any) of the marriage;" in which case, the parent declared to be unfit is not to be entitled, as of right, to the custody or guardianship of the children upon the death of the other parent. In a suit in which a wife had obtained a decree *nisi* for dissolution of marriage on the ground of her husband's adultery and cruelty, the petitioner's counsel applied to the court, while making the decree absolute, to pronounce a declaration, under section 7 of the Act, of the respondent's unfitness to have the custody of the only child of the marriage. Mr. Justice BUTT expressed an opinion that the words "the court pronouncing such decree" referred only to the judge before whom, and the time when, the suit was tried, and that therefore the application was too late. It appeared, however, that the decree *nisi* was pronounced before the passing of the Act, and the case ultimately stood over to enable the petitioner to file affidavits in support of the motion. Looking to the words "a decree either *nisi* or absolute," it certainly seems difficult to infer that the court is *functus officio* before the decree has been made absolute.

WE REPORT elsewhere an important decision of the Court of Appeal (*Re Mills' Estate*) relating to the extent of the jurisdiction over costs which is given to the court by R. S. C., 1883, LXV., 1, which provides that, "subject to the provisions of the Acts and these rules, the costs of, and incident to, all proceedings in the Supreme Court . . . shall be in the discretion of the court or judge." The corresponding rule 1 of order 55 of the R. S. C., 1875, was to the same effect. The question was whether this rule enables the court to give costs in a case in which, before the Judicature Act, it would have had no jurisdiction to do so, or whether it only regulates the exercise of the jurisdiction over costs which existed before the Judicature Act. In *Ex parte Mercer's Co.* (27 W. R. 424, 10 Ch. D. 481), JESSEL, M.R., adopted the former view, and held that the court had power to order a public body to pay the costs of the petition for the payment out of court of money which had been paid in as the purchase-money of land taken by the public body under the provisions of a special Act with which the Lands Clauses Act was not incorporated, and which did not provide for the payment of those costs, and that decision has since been followed in many cases in the High Court, though the point had not, before the recent case, been actually decided by the Court of Appeal. The court held that the true construction of ord. 65, r. 1, was that it was only intended to regulate the mode in which costs were to be dealt with where the court had, either by Act of Parliament or independently, power to deal with costs.

REFERRING LAST WEEK to the expense of obtaining the special licence necessary to enable a Queen's Counsel to defend a prisoner, we remarked that at the close of the last century it was about £9, and we asked for information as to the cost at the present day. One correspondent tells us that, before the recent change, the cost was a guinea, composed of 10s. 6d. to the Queen's Counsel's clerk and 10s. 6d. to the official at the Home Office. Another correspondent has furnished information as to the procedure to be adopted under the new regulations. He states that, since the abolition of the necessity for the Queen's signature of the licence, no fee is payable at the Home Office. The procedure is as follows:—Prepare a petition to the Secretary of State for the Home Department, on foolscap, setting out that A. B. has been committed to take his trial at the ensuing Winter Assizes, to be holden (*e.g.*) in and for the county of Southampton at Winchester, on a charge of felony (or conspiracy, &c., &c.), and that he is desirous of having the services of Mr. X., Q.C., for the conduct of his defence. Pray that a licence may be granted Mr. X., Q.C., accordingly. Take the petition to the

Solicitor for the Treasury, and he will (unless he has retained Mr. X.) mark upon it that he has no objection to the licence issuing. Then take the petition thus marked to Room 54 at the Home Office, and ask for the licence, which will be at once made out and handed to you.

THE SHOCK which Mr. Justice KAY sustained on hearing that, in consequence of a mistake, the sum of £1,000 had been, in pursuance of an order made by him, paid out of court to a person who had no title whatever to it, will affect many besides the learned judge. The mistake, as described by him in court on the 6th inst., was one of a character which the late Master of the Rolls was so careful to guard against. Sir GEORGE JESSEL would never be satisfied with a copy of a document, but always called for the original, and it will be in the recollection of many of our readers that on a certain occasion, when sitting in the Court of Appeal, he discovered by means of the probate of a will, that certain words which had been omitted from a copy, taken many years previously, had been omitted from all succeeding copies of that copy, and that, in consequence, an annuity of a large amount had for many years been paid which was not in fact payable. The mistake referred to by Mr. Justice KAY was of a similar character, and arose from a copy of a copy being used, in which there was an omission of a few important words. The learned judge expressed a desire, and in fact directed, that in future every petition seeking for payment of a fund out of court should contain a verbatim extract, marked with inverted commas, of the clause of the will or settlement under which the parties claim. The effect of the discovery of the mistake was to protract very considerably the business of Mr. Justice KAY's court on Saturday, for he carefully examined the evidence, in each case calling for original documents, and going through them critically.

THE REMARKS we made last week on Lord Justice FRY's condemnation of the practice of entering affidavits in an order as having been read which in fact were never read to the court, received, in some respects, a singular confirmation in the course of an appeal in *White v. Peto*, heard before a division of the Court of Appeal of which Lord Justice FRY was himself a member. The court rejected, almost with contempt, the argument that a judge could not have exercised a judicial discretion in making an order of reference under section 57 of the Judicature Act, 1873, because he did not hear the affidavits read, but acted on the statement of the plaintiff's counsel, which was assented to by the defendant's counsel, that the evidence was conflicting. It was "every-day practice," said Lord Justice COTTON, "for a judge to ask counsel whether his affidavits answered the case made by the other side, and if counsel replied that he could not say that they did, it would be wrong for the judge to require the affidavits to be read at length. It would entirely destroy the mode in which business was conducted in the English courts in reliance on the statement of counsel." The question we desire to repeat is, How an order in such a case can be drawn up without stating as read the evidence on which the order is based, and which Lord Justice COTTON expressly says ought not to be read at length to the court?

THE LORD CHANCELLOR, in his speech at the Mansion House on Tuesday, dropped a remark obviously intended to allay the not unreasonable apprehensions to which the stress previously laid on the cheapening of land transfer has given rise. He is reported to have said that

"Any future legislation which enables people to deal with their own in any way they may please without undue restriction and without undue expense is calculated to add to our advantages as a community. I believe that if passed in that spirit legislation is possible and is desirable, but I do not believe, and I wish to state my belief expressly upon the point, that any legislation which has for its object to deprive a man of any right without giving him compensation for what is taken from him is neither desirable nor likely to promote the harmony and the welfare of this great empire. In our future legislation we must proceed upon the lines of respecting the rights of all."

These words will be remembered by the profession when the time comes for discussing the promised scheme for facilitating and cheapening land transfer.

ON THE FORM OF MORTGAGE BILLS OF SALE.

I.

THE very large number of cases that come before the courts where the question in dispute is whether a bill of sale given to secure money is valid or invalid, shews the profession that there are still some points which are doubtful even to the minds of lawyers in considerable practice. We do not wonder at this being the case, as there cannot, we believe, be found in the whole statute-book such ill-drawn Acts as the Bills of Sale Acts, 1878 and 1882 (41 & 42 Vict. c. 31, 45 & 46 Vict. c. 43). In these articles we shall confine ourselves to the discussion of the form of bills of sale given as security for money, and when we use the phrase "bill of sale," we shall only mean a bill of sale given for that purpose "by the grantor thereof."

In accordance with the form in the schedule.—The Bills of Sale Act, 1882, provides (section 9) that "a bill of sale made or given by way of security for the payment of money by the grantor thereof shall be void unless made in accordance with the form in the schedule to this Act annexed." The meaning of this section was much discussed in *Ex parte Stanford, Re Barber* (34 W. R. 507, 17 Q. B. D. 259), where the judgment of Lord Esher, M.R., and of Cotton, Lindley, Bowen, and Lopes, L.JJ., states that "a bill of sale is surely in accordance with the prescribed form if it is substantially in accordance with it—if it does not depart from the prescribed form in any material respect. But a divergence only becomes substantial or material when it is calculated to give the bill of sale a legal consequence or effect either greater or smaller than that which would attach to it if drawn in the form which has been sanctioned, or if it departs from the form in a manner calculated to mislead those whom it is the object of the statute to protect. In estimating the effect of a divergence, one must not take into consideration for a moment the provision of section 9, that the bill of sale, if it varies from the form, is to be void; for, owing to this statutory penalty, no material variation can, in the end, have any legal effect at all. To suppose, for example, that a bill of sale can be brought back into harmony with the statutory form by the mere addition of a proviso that all covenants or conditions at variance with the statutory form are to be disregarded, would be absurd. We must take the form, interpreted by the light of the Act, on the one hand, the instrument to be discussed upon the other; and we must then consider whether, but for the avoidance inflicted by section 9 of the statute, the instrument, as drawn, will, in virtue either of addition or omission, have any legal effect which either goes beyond or falls short of that which would result from the statutory form, or whether the instrument, in respect of such variance, would be calculated reasonably to deceive those for whose benefit the statutory form is provided. If so, the variance is material, and the bill of sale is not in substantial accordance with the statutory precedent. Whatever form the bill of sale takes, the form adopted by it, in order to be valid, must produce, not merely the like effect, but the same effect—that is to say, the legal effect, the whole legal effect, and nothing but the legal effect—which it would produce if cast in the exact mould of the schedule. Such a test as this contains no element of uncertainty, is one which every lawyer throughout the kingdom is competent to apply, and is based upon a method of interpretation familiar to our courts. This is the construction we are prepared to put upon the section, and we proceed accordingly to inquire on which side of the line the bill of sale before us falls if this test is to be applied."

The opinion expressed in some of the earlier cases, e.g., by Brett, M.R., in *Melville v. Stringer* (13 Q. B. D., at p. 397), "that bills of sale must be in a form which is sufficiently simple, in the first place, for a borrower of ordinary understanding to know the nature of the security he had given for his debt; and, secondly, for a new proposed creditor to understand at once on searching the register and without taking counsel's opinion as to the meaning of the security and the true position of the borrower" can hardly now be considered to be correct, the true question being, "Is the bill of sale substantially in accordance with the prescribed form?"

What instruments must be in the prescribed form.—The expression "bill of sale" as defined in the Bills of Sale Act, 1878, which is incorporated in the Act of 1882, includes some instru-

ments which, from their nature, cannot possibly be expressed in the prescribed form—for example, a licence to seize personal chattels as security for a debt is a "bill of sale" within the definition contained in the Act of 1878. It is obviously impossible to express it in accordance with the form prescribed by the Act of 1882. It might be thought that, as the law requires no man to do an impossibility, the user of the statutory form might be dispensed with in cases of this nature; but this view is erroneous, and every such instrument "given by way of security for the payment of money by the grantor thereof" not made in accordance with the statutory form is absolutely void: *Ex parte Parsons, Re Townsend* (34 W. R. 329, 16 Q. B. D. 532), and *per Lopes, L.J., Myers v. Elliott* (16 Q. B. D., at p. 530).

On the other hand, a document given to secure money, which is not a bill of sale as defined by the Act of 1878, need not be in the form prescribed by the Act of 1882. This has been decided—*first*, where the document fell within the exception to the 4th section of the Act of 1878: *Re Hall, Ex parte Olose* (33 W. R. 228, 14 Q. B. D. 386); *Re Cunningham* (33 W. R. 387, 28 Ch. D. 682); see the remarks on these cases in the judgment in *Ex parte Parsons* (16 Q. B. D. 532); and, *secondly*, where the transaction was really the pledge of goods, and the document was a contemporaneous instrument signed by the pledgor recording the transaction and stating the rights of the pledgee as to selling the goods: *Ex parte Hubbard, Re Hardwick* (W. N., 1886, 153, 30 SOLICITORS' JOURNAL, 690), reversing the decision of the Divisional Court (34 W. R. 790).

Avoidance in toto.—A question of some difficulty was decided in *Davies v. Rees* (34 W. R. 573, 17 Q. B. D. 408). In that case a bill of sale was decided to be void as not being in accordance with the prescribed form; and the question arose whether a covenant contained in it for payment of principal and interest was also void. It was argued that the covenant was not part of the bill of sale properly so called, and that, therefore, it might be good though the bill of sale itself was void. But it was held that, as the prescribed form of bill of sale contained a covenant for payment of principal and interest, such a covenant was an integral part of the bill of sale, and, accordingly, that, as the bill of sale was void, the covenant was void also.

It has been contended by Mr. White, in a paper read before the Provincial Meeting of the Incorporated Law Society in 1886 (see 30 SOLICITORS' JOURNAL, 821), that a mortgage of land containing the common attornment clause is a bill of sale within the Act of 1882 (see the Act of 1878, s. 6), and that therefore the covenant for payment, if not the whole instrument, is void as not being in the prescribed form. This contention is somewhat startling, and we need not say that the strong leaning of the court will be to uphold the instrument as a mortgage of land, declaring the attornment clause alone to be void. It must be remembered that, as pointed out by Bowen, L.J., in *Davies v. Rees* (17 Q. B. D. at p. 411), "under the apparent form of a single agreement or covenant, written on one piece of paper and signed with one seal, you may have several independent contracts or obligations, and in such a case we must take care that the fall of one of these covenants or obligations does not drag the others with it. When an Act makes one thing void, we must see that we do not destroy independent obligations merely because they are contained in the same piece of paper, or because apparently they hang together." A mortgage of land containing an attornment clause consists of two independent contracts—the mortgage of the land and the mortgage of the chattels seized under the power of distress conferred by the attornment. Granting that the latter clause is void, and that, if it stood alone, the covenant for payment would be void with it, there appears little reason to fear that the covenant would not be supported as being part of the common form of a mortgage of land.

Since the preceding paragraph was written *Hall v. Comfort* (31 SOLICITORS' JOURNAL, 29) has been reported. In that case a mortgage by demise contained an attornment clause, and the mortgage was upheld; Coleridge, C.J., saying, "The Bills of Sale Acts did not include such an attornment as that in this deed. Certain rights were attached by the law to the relation of landlord and tenant, and among them was the right under certain limitations to seize all the property on the demised premises. Such property could not be brought into a schedule." It will be observed that the necessary short report of this case renders it doubtful whether the remarks of Coleridge, C.J., were intended to apply solely to the

case where the mortgage was by demise, or whether they would also apply to the case of a mortgage in fee and to the tenancy created by the attornment. The full report of this case will be looked for with much interest by the profession.

Contemporaneous Instruments.—It is a general rule of construction that all instruments relating to the same subject-matter and forming part of the same transaction must be construed together: see E. N. & C. Interp., p. 7. Attempts have been made to evade the Act by executing and registering a bill of sale in the prescribed form and executing a contemporaneous instrument containing other terms agreed upon between the parties. The bill of sale will, in this case, generally be void for the following reasons—*First*, it is void as to the personal chattels comprised in it under section 8 of the Act of 1882 because it does not truly state the consideration, part of which is contained in the unregistered instrument: *Simpson v. Charing Cross Bank* (34 W. R. 568); *secondly*, it is void as to the personal chattels comprised in it under section 8 of the Act of 1882 because part of it is not registered: *Ex parte Odell, Re Walden* (27 W. R. 274, 10 Ch. D. 76), *Cochrane v. Matthews* (10 Ch. D. 80n), cases decided under the repealed Act of 1854; *thirdly*, it is wholly void under the 9th section of the Act of 1882 because the whole of it is not, though part of it is, in the prescribed form: *Lee v. Barnes* (24 W. R. 640, 17 Q. B. D. 77), where the bill of sale contained a covenant to perform the covenant contained in a recited indenture; *fourthly*, it may be void as to the personal chattels comprised in it because it is subject "to a defeasance, condition, or declaration of trust not written on the same paper or parchment," so that the registration is void under section 10, sub-section 3, of the Act of 1878: see the cases collected in *Ex parte Popplewell, Re Storey* (21 Ch. D. 73).

Cases like *Ex parte National Mercantile Bank, Re Haynes* (15 Ch. D. 42) where it was held that an agreement as to the application of the money advanced on the security of a bill of sale under the Act of 1878 need not be set forth, cannot safely be relied on as authorities for the construction of the Act of 1882.

Another plan has been devised for attempting to evade the Act—namely, by a sale to the lender and a demise back to the borrower, as in *North Central Wagon Co. v. Manchester, Sheffield, and Lincolnshire Railway Co.* (34 W. R. 430, 32 Ch. D. 477), but in this case the transaction is invalid for all the reasons stated above, if any part of it is carried out by a writing. If no writing is employed the transaction would not fall within the Act, and its validity would depend upon other considerations that do not fall within the scope of these articles.

CONCERNING SEARCHES.

(XIV.) JUDGMENTS.

II. THE MODERN LAW OF JUDGMENTS.

THE law remained unaltered down to the present reign, when the statute 1 & 2 Vict. c. 110 was passed "for extending the remedies of creditors against the property of debtors." The first report of the Real Property Commissioners of 1829 (p. 59) had expressed their opinion that "the law appears very objectionable, whether regard be had to the complicated and dilatory relief afforded by *elegit*, or to the continuing effect of dormant judgments, which render the land often in effect unsaleable, and add to the expense and risk of every transfer"; and the witnesses examined by the commissioners complained that the law was obscure and unsatisfactory; that it imposed upon solicitors a liability which it was often impracticable for them to discharge; and that the searches involved so much expense and trouble as to be extremely onerous, and yet failed to ensure the security of purchasers (1st Rep. Appx., pp. 159, 445, 447, 454, 628, 630).

Legal execution under 1 & 2 Vict. c. 110, s. 11.—By this section the creditor, under a judgment recovered in an action in any of the superior courts at Westminster, is enabled to obtain delivery in execution under an *elegit* of the whole of the debtor's interest, instead of, as under the old law, a moiety only; and of lands of copyhold or customary freehold tenure as well as freeholds and leaseholds. This provision applies to all "lands, tenements, rectories, tithes, and hereditaments of which the debtor, or any person in trust for him, is 'seised or possessed' (these words do not include a remainder: 9 Ch. 373) at the time of entering up the

judgment, or at any time afterwards, or over which the debtor has any disposing power which he might, without the assent of any other person, exercise for his own benefit."

The operation of an appointment in overreaching judgments entered up against the appointor since the creation of the power (*ante*, p. 4) is thus at an end, for the judgment is in effect an execution of the power *pro tanto* in favour of the creditor; but (Sugd. Conc. V. 392) this is subject to the protection given by 2 & 3 Vict. c. 11, s. 5 (*post*), to purchasers without notice. The disposing power referred to in this section includes the power of a joint tenant to sever the joint tenancy; but it has been questioned whether it includes the power of a tenant in tail to bar issue and remaindermen; and the opinion of Lord St. Leonards was that it does not, though section 13 does: Sugd. V. & P., 14th ed., 526.

Under this section (11) lands are bound *as against the debtor* from the entering up of the judgment; but it must be read in connection with section 19 (*post*), by virtue of which they are bound *as against purchasers* only from the date of registration of the judgment. The section enabled legal execution by *elegit* to be enforced against terms of years, and (under section 19) they became bound *as against purchasers* from registration of the judgment, whereas under the old law (*ante*, p. 4) they were not affected until delivery of the writ of execution to the sheriff; but the effect of 2 & 3 Vict. c. 11, s. 5 (*post*), is that, *as against purchasers* without notice, the old law remained in force (*Westbrook v. Blythe*, 3 E. & B. 737). And it may be noted here that if the term "goods" in 19 & 20 Vict. c. 97, s. 1, were held to include chattels real (as the same term in the Statute of Frauds, s. 16, was held to include them) terms of years were not bound after 19 & 20 Vict. until actual seizure. There seems to be no ground for excluding equitable interests in terms of years from the operation of 1 & 2 Vict. c. 110, s. 11, though it has been contended (see *ante*, p. 4) that they were not within the 10th section of the Statute of Frauds. Under 1 & 2 Vict. c. 110, as under the old law (*ante*, p. 4), lands of which the debtor is equitable owner can be delivered in legal execution only where there is a simple trust for him, and he has the whole beneficial interest (*Digby v. Irvine*, 6 Ir. Eq. R. 149). It should be observed that the statute binds equitable interests *as from entry of judgment*, or *as against purchasers* from registration, instead of *as under the old law* (*ante*, p. 4) from execution issued.

Charge in Equity under 1 & 2 Vict. c. 110, s. 13.—By this section a judgment entered up in the superior courts at Westminster is to operate as a charge upon all lands, &c., belonging to the debtor at the time of entering up (as against purchasers section 19 substitutes the time of registration of) the judgment, or at any time afterwards "for any estate or interest whatever, at law or in equity, whether in possession, reversion, or expectancy," or over which he has a general disposing power (described as in section 11); and it is to bind all persons claiming under him after such judgment, and also the issue of his body, and all other persons whom he might bar without the assent of any other person. The creditor is to have the same remedies in a court of equity as he would have had if the debtor had, by writing under his hand, agreed to charge the hereditaments with the amount of the judgment debt and interest; but such charge is not to be enforced in equity until the expiration of one year from entry of judgment. The section concludes with a proviso that nothing therein contained shall alter or affect any doctrine of equity protecting purchasers for value without notice. There is thus protection to purchasers without notice so far as regards the additional remedies given by section 13; but section 11 gave no such protection, and they therefore remained liable to execution by *elegit* (see *post*, 2 & 3 Vict. c. 11; Sugd. Conc. V. 387).

The words of section 13 are wider and more general than those of section 11, and include many estates and interests which are not within that section (8 Eq. 705). And while equitable executions under the old law only gave a right to take possession and receive the rents and profits (see *ante*, p. 24), the section now under consideration gave a new right to the creditor, enabling him to obtain satisfaction out of the *corpus* of the property, and for that purpose to realize it by a suit in equity (*Pratt v. Ball*, 11 W. R. 82, 295, 4 Giff. 117).

It remained open to the creditor, in cases where there was any impediment to legal execution under section 11, to file a bill (without waiting for the expiration of the year to entitle him to

his new remedy under section 13) claiming relief under the old jurisdiction in equity, whereby he could obtain receipt of the rents and profits (see *ante*, p. 24; 1 Coote Mort. 66); but for this purpose it would formerly, as we have seen, have been necessary to issue a writ of *elegit* (though not so in a proceeding under section 13: 1 Coote Mort. 66). By a series of decisions since the Judicature Acts it has been settled that this formality is no longer necessary, and also that a new action need not be instituted, for the court can appoint a receiver in the original action after judgment (*Smith v. Cowell*, 6 Q. B. D. 75), although the plaintiff has not expressly claimed a receiver by his statement of claim (*Salt v. Cooper*, 16 Ch. D. 544).

Section 13 is discussed in *Harris v. Davison* (15 Sim. 133); *Beavan v. Earl of Oxford* (6 De G. M. & G. 521, 530); *Whitworth v. Gaugain* (1 Ph., at p. 734; foll., 3 Ha., at p. 429); see Sugd. Conc. V. 386; *Eyre v. M'Dowell* (9 H. L. C. 642, 651). From these authorities it appears that its effect is not only to make a judgment attach upon property which formerly was not bound by it, but also to give it the effect of an express charge; it becomes a specific incumbrance, an equitable estate (*Rolliston v. Morton*, 1 Dr. & War. 195). But "although it may affect a greater extent of property belonging to the debtor, there is nothing to vary the equities to which the property may be liable. The whole beneficial interest which the debtor may have in the property is bound, not the beneficial interest which a stranger may have in it" (1 Ph. 735)—*i.e.*, the rule (discussed above, p. 4) still obtains that the creditor can take only that which really belongs to his debtor. The result is that the creditor is not to be put to the same inconvenient and circuitous mode of making his judgment available to which he was driven before the statute; but the words as to the charge, when coupled with the prior part of the section, refer only to land of which the debtor has an absolute power of disposing as he thinks fit for his own benefit (6 De G. M. & G. 521, 530; and see also the judgment of Erle, J., in *Watts v. Porter*, 3 E. & B. 743, 758; approved in *Beavan v. Earl of Oxford*, 6 De G. M. & G. 492, 507).

What are judgments?—By 1 & 2 Vict. c. 110, s. 18, all "decrees and orders of courts of equity," and all rules of "courts of common law," and orders in bankruptcy and lunacy "whereby any sum of money or any costs, charges, or expenses shall be payable to any person," are to have the effect of judgments in the superior courts of common law. Before the statute a decree in equity gave no right against the land (see 3 Prest. Abst. 354; *Lee v. Green*, 4 W. R. 270, 6 De G. M. & G., at p. 168; *Nortcliffe v. Warburton*, 10 W. R. 635; 1 Dan. Ch. Pr., 6th ed., 925). As to what are decrees, &c., within this section, see Dart, 466; Shelf. R. P. Stat. 590; Seton, 1142, 1143. "The principle of the decisions," said Kindersley, V.C. (*Garner v. Briggs*, 27 L. J. Ch. 483), "subject to exceptional cases with respect to judgments at law, is this:—To constitute a judgment debt, the judgment must not be interlocutory, but final, for the payment of a specific sum of money, upon which there is nothing left to be done except to compute interest, and the party must also have an actual right to receive the money." Since the Judicature Acts the judgments and orders of all divisions of the High Court (which includes the Bankruptcy Jurisdiction: Bankruptcy Act, 1883, s. 93) must be taken to be on the same footing; and in the Judicature Act, 1873, s. 100, "judgment" includes decree, and "order" includes rule. Judgments of palatine and county courts, and Scotch and Irish judgments will be dealt with hereafter.

Observe that the decrees, orders, and rules spoken of in this section are those of "courts of equity" and "courts of common law" generally, and not merely those of the High Court of Chancery and the superior courts at Westminster.

With regard to the case of *Reeve v. Fowle*, in chambers, reported *ante*, p. 29, it should be stated that, on the 4th inst., a divisional court of the Queen's Bench Division granted a rule absolute for a prohibition against the county court judge.

The Berlin correspondent of the *Times* says that the German civil code, on which a commission of eminent jurists has been labouring for some years back, is now rapidly approaching completion, only the section relating to the law of inheritance remaining now to be dealt with. The empire has already—since 1879—a criminal and commercial code, as well as a uniform system of legal procedure, and now the national unity, as far at least as law is concerned, is soon to receive the coping-stone.

VICE-CHANCELLOR BACON.

THE retirement of Vice-Chancellor Bacon removes from the bench a judge of marked peculiarities, both of temperament and of intellect. It removes, too, the oldest of her Majesty's judges, and the last of those who have filled the office of Vice-Chancellor since its creation in 1813. Sir James Bacon was born in February, 1798, and was called to the bar at Gray's-inn on the 16th of May, 1827. He became a Queen's Counsel in 1846, and in 1868 he was appointed Commissioner in Bankruptcy for the London District. This post he held till the end of the following year when he became Chief Judge in Bankruptcy, and in June, 1870, he was appointed Vice-Chancellor, at an age when most men, who are still able to think, are thinking of retiring.

The members of the profession have long appreciated the great merits, while they have been entertained with tales of the peculiarities and accomplishments, of the learned judge; but to the general public he was probably as little known as any man could be who had been on the bench long enough to earn a retiring pension. Neither the ill-ventilated court which he so long occupied in Lincoln's-inn, nor the melancholy place in which, on some thirty days in the year, he discharged his duties as Chief Judge in Bankruptcy, nor the more cheerful court to which he removed after the Easter Vacation of 1883, was often thronged by a large and attentive audience. His was not the court into which sensational cases naturally found their way. Plaintiffs who had been shabbily treated, but whose cases were such as could hardly admit of legal redress, were in no hurry to appeal to him for unavailing sympathy in the days when a plaintiff in chancery had the privilege of choosing his judge. Nor did it appear that a desire for "swift justice" caused any rush of litigants anxious to have their rights determined by him. Before the days when causes began to be assigned to the judges in rotation his cause list was largely filled by means of transfers from other branches of the court; and it was probably on this account that it usually contained a large number of cases requiring tedious investigations, cases of which the other judges of first instance would naturally be glad to be relieved.

To the hearing of the cases brought before him Vice-Chancellor Bacon addressed himself with an almost apathetic patience, which was perhaps recommended by considerations to which he once referred in answer to a junior counsel who expressed his regret at having detained the court so long. "Don't apologize to me. You haven't detained me. I am bound to be here, and I must be listening to this case, or the next, or to some other. I have no reason to suppose that the next case will be less uninteresting than this." Yet it was impossible for any observant person to suppose that the Vice-Chancellor did not carefully attend to what was going on before him. We have often been surprised at the readiness with which, in delivering judgment, he marshalled the facts of the case and the particulars of the evidence which had been given. And though he certainly was reticent enough (and, in this respect, has left an example which might perhaps be followed with advantage by some of those who were lately his colleagues) yet the remarks addressed by him to counsel during argument sufficiently proved that his reticence was not the result of indifference. Nor is it to be supposed that he always displayed an endurance incapable of being surprised into at least the appearance of irritation. His remarks not unfrequently exhibited rather more acerbity than was likely to be agreeable to an untrained taste. These remarks were distributed with an impartiality worthy of the judgment seat. *Nemo ex hoc numero mihi non donatus abibat* might seem to have been the maxim by which he dispensed his sarcasms amongst those who practised before him. Probably no counsel who, in the course of his practice, had much to do with Vice-Chancellor Bacon failed to elicit from him some remark too personal to be ignored, too true to be palatable, and too pointed to be readily forgotten. Yet, even when his observations were most caustic, there appeared to be something either in the matter or in the speaker's manner which prevented such observations from exciting protest or creating annoyance; and, in spite of the proverbial difficulty of appreciating a joke made at one's own expense, it often happened that the victim, though, perhaps, not endowed with a keen sense of the ludicrous, would join heartily in the laugh raised against him.

It is no doubt easier to illustrate by examples than adequately to analyze the Baconian method. We will take one or two examples out of many which occur to us. We remember an occasion on which a pertinacious advocate, after having completed a somewhat dreary review of one part of his case, said:—"Then, my lord, we come to the matter of the accounts, to which I desire to direct your lordship's attention." "This is not the place for it; the accounts cannot be taken here—they must be discussed in chambers." "There are only three items which I wish to mention." "Three more than it is my duty to consider now; three more than I propose to consider." "There is one item which I am particularly anxious to go into." "Go into it by all means," said the judge, "but don't ask me to go into it. Go into it with my chief clerk; or, if you cannot wait till you get

an appointment with him—for I don't wish to abridge your lawful enjoyments—go into it alone."

On another occasion a counsel, notorious for long-winded speeches, wandering away from the matter in hand, was thus addressed by the learned judge:—"Mr. X., at any other time, or in any other place, I should be most happy to converse with you on this or on any other subject, but what you are now saying has nothing to do with the case before me, and I must request you to confine yourself to the subject-matter of the case." And the learned judge, having completed with elaborate politeness this address, relieved his mind by adding, *sotto voce*, "jabbering idiot!"

In another case the question was whether the defendant, who lived on one side of the street, ought to be prevented from so increasing the height of his house as to diminish the amount of light coming to the windows of the plaintiff, who lived on the other side of the street. In delivering judgment the Vice-Chancellor is said to have made the following remarks:—

"The plaintiff is an artist. The proposed building will undoubtedly diminish the amount of light which has for the statutory period been in the habit of finding its way into the windows of the plaintiff's studio. An attempt has been made to justify this interference with the plaintiff's property, and for this purpose certain considerations have been suggested which, by the courtesy of the counsel on the other side, have been called an argument. I am told that if the plaintiff's work is to be properly executed it is desirable that light should fall upon it from only one source; that the studio is sufficiently lighted by a skylight, with which the defendant's building cannot possibly interfere; and that the defendant is conferring a positive benefit upon the plaintiff by removing the inconvenience which would necessarily be caused by an access of light from other sources. Now I am not aware that there is any rule of law or any principle of equity which confers upon a man's opposite neighbours a right to decide upon the amount of light which is good for him, and I am of opinion that the gentlemen with whom this argument originated are in no danger of suffering from an excess of illumination."

In another case, a plaintiff who sought to have his name removed from the list of shareholders of a company relied upon the statement of a witness who had published a pamphlet purporting to shew that the company had been fraudulently floated, and that its business had been dishonestly conducted. The witness admitted that his information had been derived from the secretary of the company, whose acquaintance he had cultivated with the express design of eliciting from him something detrimental to his employers. After commenting on the conduct of the witness, the judge said:—

"Out of this scurrilous libel, to which the writer of it referred with manifest satisfaction as 'my pamphlet,' the plaintiff has culled and got together a number of odds and ends of incoherent tales, a set of particles and patches and fragments and scraps and rags and shreds and sticks and straws, out of which he has constructed a kind of jackdaw's nest, not without mud enough to hold it together."

But we must not multiply instances. Nor do we desire to attempt to estimate the Vice-Chancellor's abilities as a judge. No doubt he had his failings, amongst which may perhaps be justly reckoned a readiness to make up his mind too early as to the merits of a case; an excessive ingenuity in finding reasons to support the opinion which he had too hastily adopted; and a marvellous facility in ignoring what might be said against it. This was, perhaps, only what was to be expected from one who, when he had reached his threescore years and ten, was still an advocate. But we desire to express our conviction that he possessed many and great merits which are far from being common on the bench; and he must indeed have been a dull man who could practise long before Vice-Chancellor Bacon without finding anything better to imitate than his occasional asperity. We will only add that we part with great regret from a judge who combined so much of the vivacity of youth with the experience of a very mature age, and whose great originality was adorned by so many accomplishments.

CORRESPONDENCE.

SOLICITORS' ADVERTISEMENTS.

[To the Editor of the Solicitors' Journal.]

Sir,—The enclosed advertisement appeared in the *Weekly Times* of Sunday last. Surely it is time that some steps were taken to put an end to this disgraceful system of touting.

C. G. SHERWOOD.

23, John-street, Bedford-row, London, W.C., Nov. 9.

The following is the advertisement enclosed:—

LAW BUSINESS.—A well-established Firm of City Solicitors, being aware that bona fide Cases of Divorce and Probate, &c., and Claims for Damages or to Property, are often not carried out for want of Professional Aid, are willing to Give Advice by post or at interview without charge, and to take up approved cases at their own risk.—Address Lax, 64, Gresham-street, London, E.C.

NEW ORDERS, &c.

PAY OFFICE—SUPREME COURT.

REMITTANCES BY POST.

The attention of persons within the United Kingdom entitled to payment of money out of court is directed to the increased facilities, under rule 48 of the Supreme Court Funds Rules, 1886, for obtaining payment without personal attendance:—

1. Dividends or other periodical payments (without limit of amount) may be remitted by post as they fall due upon the request of the persons entitled thereto, attested by a justice of the peace, or a commissioner to administer oaths, or a clerk in holy orders, or a notary public [Rule 48 (d)].

2. A direction for payment, not exceeding £1,000 (other than a periodical payment), specially crossed to the banking account of a person or firm whose name and address are stated in the order or other authority, or certified (as specified in the rule), will be remitted by post upon the written application of such person or firm [Rule 48 (a)].

3. A direction for payment, not exceeding £500 (other than a periodical payment), to a person not having a banking account, or whose name and address are not ascertained as above mentioned, will be remitted by post upon a request signed by such person and attested by a justice of the peace, or a commissioner to administer oaths, or a clerk in holy orders, or a notary public [Rule 48 (b)].

4. A direction for payment of a sum not exceeding £10 (other than a periodical payment) to a person whose address is furnished to the Paymaster in the manner specified in the rule, will be remitted by post upon the written request of such person, without attestation [Rule 48 (c)].

Requests for remittances may be sent to the Paymaster by post. Forms for the purpose may be obtained in rooms 5, 419, and 420.

(Signed) W. HENRY WHITE, Paymaster.

Royal Courts of Justice, October, 1886.

CASES OF THE WEEK.

MOWATT v. CASTLE STEEL AND IRONWORKS CO.—C. A. No. 2, 3rd November.

COMPANY—DEBENTURES—INVALID ISSUE—HOLDER FOR VALUE WITHOUT NOTICE—ESTOPPEL.

In this case a question arose as to the rights of the holder for value of a document which purported to be a debenture duly issued by and binding on a company, but which, in fact, was not issued so as to bind the company. The action was brought by a holder of debentures issued by the defendant company, on behalf of himself and the other holders of debentures, to realize their security. The benefit of the judgment was claimed by persons who were the holders of some documents which purported to be debentures issued by the company. They were sealed with the company's seal, signed by two of the directors, and countersigned by the secretary, and bore date the 10th of May, 1882. The claim was resisted by the plaintiff on behalf of the other debenture-holders. Both Chitty, J., and the Court of Appeal came to the conclusion that these particular debentures were not in fact issued until December, 1882, after the presentation of a petition to wind up the company, on which a winding-up order was subsequently made. Chitty, J., refused to admit the claims, and his decision was affirmed on behalf of the appellants. It was argued that, as against a holder for value with notice, the company were estopped from denying that the debentures were issued at the date which they bore, and that the prior holders of valid debentures, all of which were to be paid *pari passu*, were equally estopped. They took their debentures subject to the rights of all subsequent holders of valid debentures, and also to the claims of all persons as to whom the company were estopped from denying that they were the holders of valid debentures. COTTON, L.J., said that, even if the company were bound by estoppel, as to which he would not express any opinion, the other holders of valid debentures could not be so bound. When it was said that all the debenture-holders were to rank *pari passu*, it was only meant that those who were rightly debenture-holders should so rank—not persons whom the company had wrongly admitted to be debenture-holders. The company could not by an admission by way of estoppel bind persons who had previously acquired rights against them. A man could not bind by an admission by way of estoppel those who did not claim through him by virtue of some act done by him after the admission. BOWEN, L.J., agreed. He expressed great doubt whether even the company would be bound, though it was not necessary to decide this. But there was not a shadow of a ground for saying that the other debenture-holders were bound. FRY, L.J., concurred.—COUNSEL, Farwell; Macneil, Q.C., and W. Latham; Macaskie. SOLICITORS, J. H. Horton; Robins, Cameron, & Kemm; Davidson & Morris.

WHITE v. PETO—C. A. No. 2, 3rd November.

PRACTICE—ORDER OF REFERENCE—JURISDICTION—EXERCISE OF JUDICIAL DISCRETION—JUDICATURE ACT, 1873, ss. 56, 57.

In this case a question arose as to the jurisdiction of the court, under

section 57 of the Judicature Act, 1873, to make an order of reference, and there was also a question as to the mode of the exercise of the judicial discretion given by that section. The plaintiff, by his writ, claimed an injunction to restrain the defendants, who were builders, and who were engaged in rebuilding a house adjoining the plaintiff's house, from taking away, or in anywise injuring, the supports of the plaintiff's house, and also from continuing to damage such house and the supports thereof, and also from continuing any other works at the house adjoining the plaintiff's house so as to cause injury and damage to the plaintiff's house and the supports thereof, and also claiming damages. In pursuance of notice, the plaintiff moved for an interlocutory injunction in the above terms. The motion was heard by Grantham, J., as Vacation Judge. The plaintiff's counsel asked for an injunction, but told the judge that the evidence was conflicting on the question whether any injury had been done to the plaintiff's house and its supports by the defendants' operations. The judge suggested that the best course would be to refer the matter to a special referee, to inquire and report to the court whether any injury had been done, and what damages (if any) the defendants ought to pay to the plaintiff. The plaintiff's counsel assented to this view, and the defendants' counsel, though he said that he was not instructed to consent to any order of reference, agreed in this view of the result of the evidence, and the judge thereupon made an order of reference to the effect above stated. The order was not expressed to be made by consent. The defendants appealed from the order, and, on behalf of the plaintiff, the preliminary objection was taken that, though the order was not technically a consent order, yet, after the course taken by the defendants' counsel at the hearing, they were not entitled to appeal. On behalf of the defendants it was contended that the judge had no jurisdiction to make the order under section 56 or section 57 of the Judicature Act of 1873, and that, not having heard the affidavits read, he could not have exercised a judicial discretion in making the order. THE COURT (COTTON, BOWEN, and FRY, L.J.J.), held that the preliminary objection must be allowed. COTTON, L.J., said that it would be impossible for business to be carried on if it could be said that, under such circumstances, the judge was not exercising a judicial discretion. It was everyday practice for a judge to ask counsel whether his affidavits answered the case made on the other side, and, if counsel replied that he could not say they did, it would be wrong for the judge to require the affidavits to be read at length. It would entirely destroy the mode in which business was conducted in the English courts (whatever might be the case in other countries) in reliance on the statements of counsel. If, under such circumstances, the court were to allow the case to be reopened, they might be doing great injustice. It might be that the defendants had obtained the advantage of escaping from an order for an injunction and of completing their works. The only question, then, was whether the judge, exercising a judicial discretion, had jurisdiction to make the order without consent. Both the parties being there, and the defendants' counsel not suggesting that he was taken by surprise, no objection of form could arise by reason of the notice of motion not asking for the order. The judge exercised his discretion upon the materials which both parties thought fit to bring before him. And, in his lordship's opinion, there was power to make the order under section 57 of the Judicature Act of 1873, the matter being one which required "scientific or local investigation," if, in the opinion of the court, that investigation could not be conveniently made before a jury. And, the judge having exercised his discretion in this way, there was no ground for the interference of this court. BOWEN, L.J., concurred, adding that he had observed a practice growing up of drawing up such orders in a loose and ambiguous form, not shewing whether it was intended to make the order under section 56 or section 57 of the Act. He thought the order ought to shew on its face under which section it was intended to be made. FRY, L.J., said that Schedule K to the R. S. C., 1883, contained appropriate forms of orders (Nos. 32 and 33) under sections 56 and 57, and those forms ought to be followed.—COUNSEL, Grosvenor Woods and Bramwell Davis; Miller, Q.C., and H. Courthope Munroe. SOLICITORS, Tatham, Son, & Louisa; J. J. Chapman.

RE MILLS' ESTATE—C. A. No. 2, 9th November.

COSTS—JURISDICTION—DISCRETION OF COURT—JUDICATURE ACT, 1873, s. 23—JUDICATURE ACT, 1875, s. 16—R. S. C., 1883, LXV., 1—R. S. C., 1875, LV., 1.

In this case there was a petition for the payment out of court of money which had been paid in by the Commissioners of Works and Public Buildings, in respect of land which they had taken under the powers conferred on them by the Acts 3 & 4 Vict. c. 87 and 9 & 10 Vict. c. 34, which contained no provision for the payment by the commissioners of the costs of a petition for the payment of money out of court. One question was, whether section 80 of the Lands Clauses Act was to be considered as incorporated in the Act 9 & 10 Vict. c. 34. In *Re Cherry's Settled Estates* (4 De G. F. & J. 332), Lord Westbury, Ch. J., held that there was no such incorporation, but in *Re Wood's Estate* (31 Ch. D. 607), Lord Esher, M.R., expressed his disapproval of that decision, though it was not then necessary to overrule it. In the present case Bacon, V.C., had ordered the commissioners to pay the costs of the petition, on the ground that rule 1 of order 65 gave the court jurisdiction to do so. THE COURT OF APPEAL (COTTON, BOWEN, and FRY, L.J.J.) reversed the decision, on the ground that there was no jurisdiction. COTTON, L.J., was of opinion that the Lands Clauses Act was not incorporated in the Act 9 & 10 Vict. c. 34. That point was settled by *Re Cherry's Settled Estates*, and he could not agree with the dictum of Lord Esher, M.R. The decision of Lord Westbury could not, he thought, be disregarded, and in his opinion it was right. As to the other point, up to the passing of the Judicature Act it was clear that the commissioners could not have been ordered to pay these costs.

For the present purpose rule 1 of order 55 of 1875 and rule 1 of order 65 of 1883 were identical, and the question was whether the rule enabled the court to order costs to be paid by persons who, till the coming into operation of the Judicature Acts and the rules under them, would not have been liable to pay those costs. The point now argued did not seem to have been really argued in *Ex parte Mercer's Co.*, for there the Commissioners of Sewers desired to make out that the court had power to refer the costs in question to taxation, and Jessel, M.R., commenced his judgment by saying that he thought the point was decided by the House of Lords in *Garnett v. Bradley* (3 App. Cas. 944). In his lordship's opinion *Garnett v. Bradley* did not govern *Ex parte Mercer's Co.* or the present case. Was, then, *Ex parte Mercer's Co.* right? The rule was to be considered as part of the Act, and the only question was, what was its true construction? Was it the object of the rule to give the court a jurisdiction which did not previously exist, or was it not rather to regulate the exercise of a previously existing jurisdiction? Section 23 of the Judicature Act of 1873 had an important bearing on this. It provided that "the jurisdiction by this Act transferred to the said High Court of Justice and the said Court of Appeal respectively, shall be exercised (so far as regards procedure and practice) in the manner provided by this Act, or by such rules and orders of court as may be made pursuant to this Act, and, where no special provision is contained in this Act or in any such rules or orders of court with reference thereto, it shall be exercised as nearly as may be in the same manner as the same might have been exercised by the respective courts from which such jurisdiction shall have been transferred, or by any of such courts." The object of the Judicature Acts was, not to create a new jurisdiction, but to enable the High Court to exercise the jurisdiction of all the courts whose jurisdiction was transferred to it—to enable it to administer both common law and equity. Having regard to the object thus expressed, rule 1 of order 65 was, in his opinion, intended only to regulate the way in which costs were to be dealt with in cases in which, either by statute or independently, the court had already jurisdiction to deal with costs. And it must be remembered (as was said by Lord Blackburn in *Garnett v. Bradley*) that to hold the contrary would be to alter the rights and liabilities of individuals under special Acts, and to throw upon them a greater burden than had been imposed on them by Parliament at the time when they had taken land under those Acts. And it would also affect the right to costs given to landowners by the Lands Clauses Act. In his lordship's opinion *Garnett v. Bradley* in no way decided the present point. Certain restrictions on the right of a successful party to costs had been imposed by statute in certain cases, and *Garnett v. Bradley* decided that rule 1 of order 55 had removed all those fetters. But that was a very different thing from saying that the rule gave the court a jurisdiction to make a suitor liable to costs which it did not previously possess. This view of the construction of the rule was supported by some previous decisions of the Court of Appeal. In *Dicks v. Gates* (18 Ch. D. 76) Bacon, V.C., had ordered a defendant against whom the action had been dismissed to pay the plaintiff's general costs of the action, and it was argued that there was no right of appeal, because the costs were in the discretion of the court. But the Court of Appeal held that there was no power when an action was dismissed to make the defendant pay the plaintiff's costs. Again, in *Witt v. Corcoran* (2 Ch. D. 69), where the respondent to a motion to commit for contempt of court had been ordered to pay the costs of the motion, the court held that an appeal lay, because there was no discretion to order the respondent to pay costs unless a contempt had been committed. And in *Foster v. The Great Western Railway Co.* (8 Q. B. D. 515), the Court of Appeal held that, under section 28 of the Regulation of Railways Act, 1873, the words of which were similar to those of rule 1 of order 65, the Railway Commissioners had no jurisdiction to make a railway company pay the costs of an unsuccessful applicant under the Act. Both on principle and authority, therefore, his lordship thought that the decision of the Vice-Chancellor was wrong. BOWEN, L.J., agreed that, as to the incorporation of the Lands Clauses Act, the case was clearly governed by *Re Cherry's Settled Estates*, which he thought was rightly decided. As to the effect of rule 1 of order 65, the question was, whether it over-ruled all previous laws as to costs and made quite a fresh start, placing the costs in every case in the discretion of the court? There was a distinction between the general costs of litigation, and such costs as, before the Judicature Acts, the Court of Chancery would have felt itself precluded from dealing with. With regard to the general costs of litigation his lordship confessed that he should have thought the rule was intended to place them entirely in the discretion of the court. But *Foster v. The Great Western Railway Co.* was a decision to the contrary, and he would never be a party to frittering away a decision which was based on principle. And in the case of the costs of privileged persons—i.e., costs which by statute or otherwise were taken out of the general category—*Garnett v. Bradley* did not bind the court to hold that rule 1 of order 65 had repealed all the fetters on the power of the court by which the privileges of such persons were protected. Suppose that an Act had said that a particular railway company or a particular corporation should not be liable to pay certain costs, *Garnett v. Bradley* did not decide that rule 1 of order 65 had destroyed that privilege. FRY, L.J., was of the same opinion. He thought that both the questions raised were entirely covered by authority. The question as to the incorporation of the Lands Clauses Act was covered by *Re Cherry's Settled Estates*, the decision in which was, in his judgment, not only perfectly comprehensible, but perfectly right. The question of the construction of the rule, he should have thought, if there had been no decision, a question of great difficulty, and he desired not to express any opinion as to what his conclusion would have been. But he thought the precise point was decided by *Foster v. The Great Western Railway Co.*—COUNSEL, Sir R. Webster, A.G., and Vaughan Hawkins; H. Burton Buckley, SOLICITORS, Hare & Co.; Hollams, Son, & Coward.

THE NEWPORT (MONMOUTH) SLIPWAY, &c., Co. v. PAYNTER—
C. A. No. 2, 10th November.

PRACTICE—PARTICULARS OF ALLEGED FRAUD—R. S. C., 1883, XIX. 6, 7.

This was an appeal from the decision of Kay, J. (*ante*, p. 11), the question being whether the defendants should be ordered to give further and better particulars of certain fraudulent and false entries which the plaintiffs alleged to have been made in their books by the defendants. The plaintiffs had, in September, 1883, purchased from the defendants, P. and S., the business of engineers and ship repairers which they carried on, and it was then agreed that the defendants should take the purchase-money partly in cash and partly in shares of the plaintiffs; that P. and S. respectively should be employed by the company as general manager and manager of the engineering department for the term of two years; and that the defendants should guarantee that the net profits of the company for two years should be sufficient to pay a dividend of not less than seven and a-half per cent., and that, if they did not, the defendants would make good the deficiency, but that they were not to be liable beyond £5,000 on the guarantee. By the present action the company claimed damages from the defendants for fraud. Since the formation of the company the defendants had kept their books, and by the books it appeared that a profit had been made sufficient to pay a dividend of seven and a-half per cent., and such a dividend had been accordingly paid. The statement of claim alleged that the defendants had made false and fraudulent entries in the books in order to make it appear that such a profit had been earned, so that they might escape liability upon their guarantee, and that no profits had been, in fact, made. The defendants took out a summons asking for an account in writing of the particulars of the improper, wrong, fraudulent, and false entries alleged in the statement of claim, and an order was made that the plaintiffs should "deliver further particulars in writing as asked" with reference to the statement of claim. The plaintiffs then delivered particulars, which consisted merely of a list of the entries of which they complained, but not showing in what way the entries were alleged to be false and fraudulent. On behalf of the defendants it was contended that they were entitled to know what was the case which they had to meet. Kay, J., held that the defendants were not entitled to any further information. THE COURT OF APPEAL (COTTON and FRY, L.J.J.) held that further particulars must be given. COTTON, L.J., said that the object and intention of the order for particulars was that the defendants should know what was the case made against them, and the mere statement that certain specified entries were false was not enough. The defendants were left entirely at sea as to the mode in which the entries were alleged to be false. The plaintiffs were not asked to disclose the evidence by which they intended to show that the entries were false, but they must state the general nature of the falsity which they intended to prove. For instance, if they alleged an entry of the purchase of goods to be false, they must state whether they meant that the goods were never purchased at all, or that there was an overcharge, or that the quantity was in excess. The plaintiffs would be at liberty to withdraw any of the entries as to which they did not think it worth while to give them further particulars. FRY, L.J., said that under such an order he thought reasonable particulars would not be given unless some particulars were given of the character of the fraud or impropriety which was alleged in the entries complained of.—COUNSEL, Swinfen Eady; Pearson, Q.C., Secord Bries, and Woodfall, SOLICITORS, Stocken & Jupp; Gibbs & White.

DONNELLY v. DONNELLY—Chitty, J., 5th November.

INJUNCTION—MARRIED WOMAN—SEPARATE PROPERTY—HUSBAND AND WIFE—INTERFERENCE WITH WIFE—ACCESS.

In this case an *ex parte* motion was made by the plaintiff for an *interim* injunction to restrain her husband from molesting her and interfering with her business and entering her premises and removing goods therefrom. It was stated that a deed of separation had recently been executed by the parties, and a deed of assignment also had been executed by which a millinery business, stock-in-trade, and leasehold shop were assigned by the husband to his wife as her separate property, and by which the husband covenanted not to molest or interfere with her. The wife had since carried on an extensive business, and resided apart from her husband on the premises, and had obtained from the lessor a lease in her own name. The wife's statement was that the husband had, on more than one occasion, forced his way into the shop and used abusive language to her fright and disturbance, and causing serious interference to her business, and had also, against her wish, spent Saturday to Monday on the premises. It, however, did not appear that the husband had removed or taken any of the wife's property. *Symons v. Hallett* (32 W. R. 103, 24 Ch. D. 346) was cited as an authority for granting an injunction under such circumstances. CHITTY, J., said that the case was one which might raise important questions on the law of husband and wife, for it was difficult to say how an order could be so framed as to confine the injunction to protecting the wife in her business without interfering with the husband's right of access to his wife. It was, however, to be borne in mind that the property was settled by the husband himself, and therefore the case was not one of enforcing a settlement of property settled upon a married woman by a third person. He would, therefore, under the circumstances, grant an injunction until next motion day or further order in the terms of the deed of assignment, restraining the husband from molesting or otherwise interfering with the wife and from entering upon her premises and otherwise interfering with her business.

Re JAMES HICKIE (DECEASED); HICKIE v. COLMER—
Kay, J., 4th November.

ATTACHMENT—CONTEMPT OF COURT—DEFAULTING EXECUTOR—POSSESSION OR CONTROL—PRINCIPAL AND INTEREST—DEBTORS ACT, 1869 (32 & 33 VICT. C. 62), s. 4.

This was a motion by the plaintiff for leave to issue a writ of attachment against the defendant, who was an executor, on account of his having failed to pay into court a sum of money in pursuance of an order to that effect, the order describing the money as money "in his hands." The sum of money in question was composed partly of debts which had been due from the defendant to the testator in his lifetime, being the balance on an open account between the defendant and the testator in reference to transactions in which they were jointly engaged, and partly of the interest chargeable thereon. KAY, J., held that the fact that the money ordered to be paid in consisted of debts due from the defendant to the testator during his lifetime did not prevent the defendant from being "a person acting in a fiduciary capacity, and ordered to pay, by a court of equity, any sum in his possession or under his control," within the third exception to section 4 of the Debtors Act, 1869 (32 & 33 VICT. C. 62). But it was incumbent on the plaintiff to shew that the defendant had the money "in his possession or under his control." The defendant could not be committed for default in paying in so much of the money in question as represented interest, for that could not be said to be "in his possession or under his control"; and, as the order did not distinguish between principal and interest, he could not be committed at all. The motion therefore failed.—COUNSEL, *Hastings, Q.C., and Bramwell Davies; Oncaid. SOLICITORS, Charles Gregory; Pippetts & Son.*

Re THE OXFORD BUILDING AND INVESTMENT SOCIETY—
Kay, J., 9th November.

LIABILITY OF DIRECTORS—PAYMENT OF DIVIDENDS OUT OF ESTIMATED PROFITS.

This was a summons by a creditor of the company, now in course of winding up under section 165 of the Companies Act, 1862, to obtain repayment of large sums from the directors. The case against the directors, stated generally, was that they had paid dividends out of capital instead of out of income. The articles provided that no dividends should be paid except out of the realized profits arising from the business of the company. The principal business of the company consisted in borrowing money at five per cent. and lending it at about eight and a-half per cent. to persons building, on the security of the premises about to be built, the terms of the mortgage being that the principal and interest should be paid by a number of equal instalments, extending over fourteen years. In order to arrive at what was divisible as dividends, the directors adopted calculations, on the basis of five per cent. tables, as to what was the present value of all sums due to the company; this made up one side of the balance-sheet, on the other appeared the amount of paid-up capital, and of borrowed money, and other liabilities of the company, and the dividend paid to the shareholders. Such balance-sheets shewed a balance in favour of the company, and that balance was stated to be carried over to the next account, which was not, in fact, done. The dividend was paid out of any money the directors happened to have in their hands, not out of profits in hand, and the balance on each occasion was not one of money in hand. KAY, J., held that the articles only authorized the directors to pay dividends out of money either "reduced to actual cash in hand," or at least "tangible for the purpose of division," and not out of "estimated profits," which was the precise thing intended to be prohibited by the article. The directors had committed a breach of trust outside the Statute of Limitations, and an order must be made making the various directors jointly and severally liable to the creditors for the amounts improperly paid away during their respective directorship, with interest at four per cent.—COUNSEL, *Hastings, Q.C., Ashton Cross and Hamilton; Sir Horace Davey, Q.C., Maclean, Q.C., and Burton Buckley; Creed. SOLICITORS, Speechly, Mumford, & Langdon; Johnson, Budd, & Johnson; Philpot & Son; Collinson & Mallam, for Mallam, Oxford.*

Re THE MEDICAL ATTENDANCE ASSURANCE ASSOCIATION—
North, J., 4th November.

COMPANY—WINDING UP—CONTRIBUTORY—DIRECTOR—QUALIFYING SHARES.

The question in this case was whether O., a former director of the company, was liable to be placed on the list of contributories in the winding up of the company in respect of the number of shares forming the qualification of a director. O. had held five shares, and the question was whether he was liable for twenty more, twenty-five shares being the number provided by the articles of association as necessary to qualify a director. The company was registered in December, 1883. Onslow was appointed a director by the subscribers to the memorandum in May, 1884. In March, 1885, he signed an application for twenty-five shares. Soon afterwards it was arranged that the qualification of directors should be reduced to five shares, and resolutions were passed at meetings of shareholders which purported to alter the articles in that respect; but these resolutions were invalid. Five shares were ultimately allotted to O., and he was never treated in any way as the holder of more than five shares till the company was ordered to be wound up. Under these circumstances NORTH, J., held that O. could not be placed on the list of contributories in respect of more than five shares.—COUNSEL, *Cookson, Q.C., and H. Burton Buckley; Napier Higgins, Q.C., and E. S. Ford. SOLICITORS, C. Harcourt; A. S. D. Duncan.*

Re LORD PETRE, LORD PETRE v. PETRE—North, J., 2nd November.

EVIDENCE—CLAIM AGAINST ESTATE OF DEAD MAN—CORROBORATION.

This was the further consideration of an administration action, and the question arose whether a claim for £1,000 against the estate of the testator could be admitted upon the uncorroborated evidence of the claimant. In opposition to the claim it was not suggested that the claimant's testimony was untrue—indeed, it was admitted that he was an entirely trustworthy witness; but reliance was placed on *Hill v. Wilson* (3 Ch. 888) and *Re Finch* (23 Ch. D. 267), as shewing that there is in the Chancery Division a rule that such a claim will not be admitted on the uncorroborated evidence of the claimant. On behalf of the claimant it was urged that this supposed rule, if it ever existed, has been materially modified by the decisions of the Court of Appeal in the more recent cases: *Re Gandy* (31 Ch. D. 1) and *Re Hodgson* (31 Ch. D. 177). NORTH, J., admitted the claim. He said that the rule as to the weight to be given to the testimony of a single witness had not varied within his recollection, though it had been applied somewhat differently by different judges. When a person was giving evidence in his own interest one naturally sought for some corroboration. His evidence must be received with some care and suspicion. But, if the court came to the conclusion that the testimony was to be believed, it would act upon it without corroboration. A remarkable instance of this was to be found in the case of *Sugden v. Lord St. Leonards* (1 P. D. 154). It was true that in that case there was some corroboration, but Cockburn, C.J., said that he would have acted on the evidence of Miss Sugden without any corroboration. In the present case his lordship thought the statement of the claimant sufficient.—COUNSEL, *Cookson-Hardy, Q.C., and Ingpen; Higgins, Q.C., and Ingle Joyce; Cookson, Q.C., and Theobald; Maclean, Q.C., and Nalder; Everett, Q.C., and Stokes; Holland King. SOLICITORS, Arnold & Co.; Few & Co.; Blount, Lynch, & Petre.*

Re THE BARANGAH OIL REFINERY CO.—North, J., 3rd November.

COMPANY—WINDING UP—CONTRIBUTORY—PAYMENT OF SHARES IN CASH—COMPANIES ACT, 1867, s. 25.

The question in this case was whether certain shares, which had been allotted to A., a director of the company, as fully paid up, had been paid for in cash within the meaning of section 25 of the Companies Act, 1867. In the early part of the year 1882 A. went to India on business for the purposes of the company. On that occasion he was paid £500, which was employed by him in the expenses of his journey. He went to India again in November, 1882, returning in the following spring, and was on that occasion paid £683 for his expenses. At a meeting of the board of directors, at which A. was present, on the 19th of June, 1883, it was resolved "That 500 fully paid-up shares in the company be voted and presented to A., in recognition of his services on behalf of the company in undertaking two journeys to India, subject to confirmation at the next general meeting of the shareholders." The minutes of a meeting of the directors on August 28, 1883, contained the following entry:—"With reference to the minute of the 19th of June, 1883, it was resolved that the board further vote A. seventy-five fully-paid shares, subject to confirmation of the shareholders at the next general meeting, for the additional assistance he had rendered the company." A general meeting of the company was held on the 24th of October, 1883, at which it was resolved "That a sum of £2,875 be voted to A., which he agreed to take in 575 fully paid-up shares." The shares thus voted were never registered in A.'s name. The company being in liquidation, the question was whether the shares could be treated as having been paid for in cash. It was urged on A.'s behalf that the resolutions of the board of directors were only in the nature of a recommendation to the shareholders, and that the resolution of the shareholders could only be looked at. By that resolution a debt of £2,875 from the company to A. was created, and he was entitled to set that off against the calls on the shares, and he would have had a good defence to an action for the calls by a plea of payment. NORTH, J., said that there never was a moment of time at which A. could have demanded payment of any sum of money by the company in respect of his services in going to India. If he had said that he would receive the payment in cash and not in shares the shareholders would not have voted it to him. A plea of payment could not have been supported in an action for calls. His name must be placed on the list of contributories.—COUNSEL, *Cookson-Hardy, Q.C., and H. Burton Buckley; Swinfen Eady. SOLICITORS, Rooks & Co.; Milton Bradford.*

CASES AFFECTING SOLICITORS.

Re SCARLETT—C.A. No. 2, 8th November.

SOLICITOR—COSTS OF LEASE—LESSOR'S COSTS—CO-OWNERS—SOLICITORS' REMUNERATION ACT, 1881—REMUNERATION ORDER OF AUGUST, 1882, n. 2, SUB-SECTIONS (b.) (c.).

This was an application by the committee of the estate of a lunatic to review the taxation of certain costs incurred by the committee with reference to the granting of two leases of parts of the estate, pursuant to an order made in the lunacy in May, 1885. The lunatic was entitled to one moiety of certain estates situate in Lancashire. The solicitors of the owner of the other moiety resided in Lancashire, and the committee's solicitors resided in London. The question was whether the scale fee prescribed by rule 2, sub-section (b.), included the costs of both co-owners. A great number of leases had, prior to the passing of the Solicitors' Remuneration Act, been granted of parts of the estates. The practice

was for the solicitors of the sane co-owner to see the proposed lessees and arrange with them the terms of the lease, and afterwards to forward a draft of the proposed lease to the committee's solicitors in London, who perused the draft, and, if they were satisfied with it, took the lease into the Lunacy Office for the sanction of the master. The solicitors of the sane co-owner were paid by the lessee the scale fee prescribed by rule 2, sub-section (b.) of the Remuneration Order. The taxing master was of opinion that that sub-section included all the lessors' costs, except so far as they were increased by the lunacy, and he disallowed the costs of the committee's solicitors of the perusal of the lease and of the examination of the ingrossment in the Lunacy Office. On behalf of the committee it was contended that sub-section (b.) only applied to the costs of the person having the conduct of the business, and that, in the case of co-owners, the costs of the co-owner who had not the conduct fell under sub-section (c.) of order 2, and *Humphreys v. Jones* (31 Ch. D. 30, 30 SOLICITORS' JOURNAL, 6), was cited, where, in a sale under the court in a partition action, the master had only allowed the costs of the plaintiff, who was entitled to one-fourth of the property, and had the conduct of the action, and had disallowed the costs of the defendants, who were entitled to the other three-fourths, and the Court of Appeal allowed the costs of the defendants as coming under sub-section (c.). The application was not opposed by the next of kin of the lunatic. THE COURT (COTTON, BOWEN, and FRY, L.J.J.) were of opinion that the costs in question ought to be allowed, and referred the matter back to the master in lunacy.—COUNSEL, E. S. Ford; Cecil Russell. SOLICITORS, Robins, Burges, & Co.; Bowlings, Foyer, & Hordern.

POLICE COURTS IN BELGIUM.

A CORRESPONDENT of the *Daily News* says:—Being desirous of seeing how matters are worked in Belgian criminal courts, I found my opportunity during a recent visit to the ancient city of Bruges. Unfortunately none of the superior courts were sitting, but the judges were disposing of what we should call "night charges," in the Court of Police Correctionelle, and accordingly I sought admission. It struck me, first of all, that the machinery of justice was considerably in excess of the requirements of the case. The matters that came before the bench were all of the very smallest importance, the most grievous offence that was tried being a theft of pears from a fruit stall in the market. To manage this there were three judges—viz., the president of the court and two other judges. All three were in full legal attire, with long robes, a white band, crimped instead of being ironed out flat like the English bands, and a high black cap instead of a wig. In addition to these was an official, also in robes, attached to the Government, who took notes of the cases, and another gentleman who did nothing at all, except to put an occasional question to the witnesses and to chat with the judges. There was, beyond these, a clerk, whose duty apparently it was to attend to the summonses, and there was a functionary who acted as usher. He called the cases on, administered the oaths, and in the intervals he interpreted the nature of the charges to me. Lastly, there were two soldiers of the Civic Guard. Both were armed to the teeth with a rifle and fixed bayonet, and they both wore huge bearskins and spurs. They seemed to be a kind of mounted infantry. There was a small dock in the centre of the court facing the dais where the judges sat; but the nature of the charges not being sufficiently heavy, the accused sat on a form just in front of it. A chair was placed upon the dais itself, exactly in front of the president, for the witnesses, who thus sat with their backs to the persons against whom they gave evidence. There was not a single policeman in the court. In the cases to be tried there had been no arrests, and consequently no one was in charge of the defendants. The latter, upon a plaint being laid before the commissary of police, had been "invited" to attend the court and answer the charge, and they had all accepted the invitation. If they had respectfully declined they would have been promptly sent for, but they probably knew better than to give the court so much trouble. The first couple of criminals who seated themselves on the form were two men—one elderly, in working clothes, and the other a private in the artillery, who appeared in uniform. They were charged with an assault, and the trouble seems to have arisen out of family differences. One after another the witnesses went up to the chair and were duly sworn. No Testament was used. The witness had simply to hold up his or her right hand, with the index finger elevated, and repeat the oath after the usher. What its terms were I could not ascertain, but it was extremely short, and my impression is that the first words were *Bei Gott*. Then the interrogation began by the president, and the witness, who was a market dame, wrapped in a voluminous cloak and bonnet, and who possessed no small share of the garrulity of her class, was soon off upon a long history which was untimely cut short by his lordship. Neither of the prisoners had a legal representative, and neither cross-examined the witness. Nor were they asked to do so. The woman was simply told to stand down, and the turn of the next came. When their statements, which lasted altogether about five minutes, were over, the president held a short conversation with the accused themselves, and, having heard a brief explanation of the circumstances, discharged them then and there. The same course was adopted with the next two, who were sent on their way rejoicing after receiving a lecture from the bench. Then came the pear-stealing case. Stealing pears from market stalls would seem to be a favourite amusement among the juvenile Brugeois at this season of the year. In this instance the culprit was a gamin of about eight years old, and he had been caught red-handed. But in consideration of his youth, and also, I believe, in accordance with a provision of the Belgian law, the judge declined to punish him, and he too was acquitted.

Upon this I ventured to express some surprise to the usher at the number of acquittals in the face of uncontradicted evidence. He admitted that they were rather numerous, but, he added, in a triumphant tone, "Last week a boy was sentenced to three months' imprisonment for the same offence." I found this to be the case, and much indignation has been caused thereby among the Brugeois, as the lad was only fifteen. They compare his case with the leniency of Vandermissen's sentence (which is still on appeal) and say that Belgian justice is inexplicable. Three other cases were tried, making seven in all, and every one of the prisoners was acquitted. There was no one else in the list, so the judges rose, the soldiers presented arms, and the day's work, which had lasted barely three-quarters of an hour, was at an end.

THE RETIREMENT OF VICE-CHANCELLOR BACON.

ON Wednesday morning it became known that Vice-Chancellor Bacon was about to take his seat for the last time. The learned judge's court was crowded with members of the bar and officers of the Supreme Court. Shortly after 11 o'clock the Vice-Chancellor took his seat, and was followed by the Lord Chief Justice, the Master of the Rolls, the Lords Justices of Appeal, and the judges of the several divisions of the High Court.

The Attorney-General (the judges and every one in court standing), addressed the Vice-Chancellor. After some preliminary remarks he said:—Your lordship is the last of a long chain of eminent judges, and with your retirement disappears a title from the judicial bench never to appear again. The office of Vice-Chancellor, established in 1813, ceases with your lordship's retirement, and it scarcely needs to remind any one who has studied the history of the English bench and of the English bar of the names of those eminent men who have filled the office before your lordship. We cannot but feel that your lordship has, for a period of no less than sixteen years, maintained the dignity of that office and fulfilled its duties in a manner which will not for many years, if indeed ever, be forgotten by those who remember what its duties are and who the Vice-Chancellors were. After referring to the career of the learned judge, the Attorney-General proceeded:—We of the profession feel that we owe a debt of gratitude to your lordship for the way in which you have always shewn yourself ready to meet new changes, to see how best they could be worked out, and to bring to those changes the advantage of that ripe experience and that mature judgment which had been formed in the practice of the old Court of Chancery. My lord, but one other word remains for me to say. Of your lordship's judgments, we feel that they will for ever live as models of the English language, and monuments of the great power and grasp which your lordship has had over facts—not surpassed, perhaps, by any of the judges who have hitherto filled your lordship's office; and we can all bear testimony to the unfailing industry and attention which your lordship has brought to bear even upon the longest suits, occupying many days, in your lordship's court. It is not my wish, nor would it perhaps be fitting for me, to refer to any particular cases, but I do feel this—that on behalf of the bar I may thank your lordship most warmly and most sincerely for the unvarying courtesy and for the immense consideration that you have always shewn, not only for the convenience, but for every true interest of the bar of England. I am quite certain, my lord, that there are many who have felt that in your lordship—though they were only members of the bar while you occupied the bench—they had a true personal friend. My lord, in your retirement we wish you many years of rest, of happiness, of ease, and of prosperity. We trust that your lordship may find in that well-earned repose pleasant companions in seeking again the paths of literature, in which we know that for many, many years, when you have had leisure time, you have always found the greatest enjoyment. And, my lord, asking you again to accept these feeble expressions of mine as endeavouring to explain what I feel (and I wish that I could have put it into better words), I can, in conclusion, assure your lordship that you take into your retirement the best wishes—I think I may add the earnest prayers—for your happiness, and the affection of the whole bar of England.

The Vice-Chancellor (who spoke with much emotion) said:—Mr. Attorney, my lords and gentlemen,—I feel myself a little overwhelmed by the position in which the Attorney-General's speech has placed me. I am overwhelmed to find that the Lords Justices, the judges of the other courts, and the Attorney-General representing the bar have thought it worth while to present to me the most flattering address which the Attorney-General has just pronounced. I was prepared for no such occurrence. I had prepared myself to express to my friends of my own bar—if I may call anything my own—the very common feeling that no man can take leave of the occupation which has for a long period engrossed and occupied his thoughts and exertions without sentiments of gravity, if not of sadness. I had no notion I should have had to return my sincere and humble thanks to my learned friends the judges, who were so good as to say they desired to be present at my retirement, and to join the Attorney-General in presenting to me his expressions of regard and his good wishes for continued happiness in the future. As the Attorney-General has said, for considerably more than half a century I have been practically engaged in the profession of the law. During that period I have enjoyed the society and have endeavoured to profit by the example of many distinguished members of that same profession, almost all of whom exist no longer, but whose fame and worth can never die. I have seen many changes, all of which have been suggested and perfected by the great lawyers to whom I allude, and all of which changes have had the effect of simplifying and perfecting the administration of the law to

the great advantage of our ever-increasing community, to the protection of civil rights, to the encouragement of arts and commerce, and to the general prosperity of the realm. Of the slender share which I have been able to contribute to such results it does not become me to speak; but I may be permitted to say that my exertions have been prompted by a sense of duty; and I should be ungrateful if I did not acknowledge that my labours have been compensated by greater success than I dare to think I have deserved, but for which I am more thankful than I can adequately express. It is this retrospect which fills my thoughts and my heart at this moment and which causes me to cast a long and lingering look behind at scenes and pursuits in which I can no longer have a share. For more than eighteen years last past I have filled a judicial post, during rather more than sixteen years of which I have had the honour of occupying the chair in which I now sit. It has been my best good fortune and my greatest happiness that in all that time I have had the assistance of a most able, learned, and assiduous bar—composed of gentlemen whose talents and personal character have at all times commanded me admiration and respect, whose society has been at all times a source of unqualified pleasure to me, to whom I tender my deep and sincere thanks, and whose presence, alas, I must now forego. To the officers of that branch of the administration which is called the chamber work I also feel under very deep obligations. The recent changes in the practice have cast upon them many various and important duties, all tending to correct abuses which had inevitably grown up. The delays which were justly complained of exist no longer. Prolixities are discontinued. The administration of estates, especially the smaller ones, is accomplished with speed and certainty and at a much diminished expense; and a very extensive interlocutory business which occurs in the administrative part of the functions of the court is now readily disposed of in chambers, or, where a resort to the court is necessary, the cases which undergo previous investigation in chambers are presented to the court with clearness and certainty. And as these results are to be attributed to the care, intelligence, and the knowledge of the chief clerks, I feel that I should be unjust to them, and ungrateful withal, if I forbore on this occasion to express my satisfaction at the admirable manner in which their duties are discharged. In conclusion, with hearty thanks to you all, I wish you all honour and success and prosperity, and, adopting the farewell phrase of one of my predecessors, I say "God be with you all." The judges then withdrew after shaking hands with the Vice-Chancellor.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 10th inst., Mr. W. Edwood Shirley in the chair. The other directors present were Messrs. G. B. Gregory, Samuel Harris (Leicester), Edwin Hedger, J. H. Kays, Grinham Keen, R. Pennington, H. Roscoe, J. Anderson Rose, Sidney Smith, W. Melmoth Walters, F. T. Woolbert, and J. T. Scott (secretary). A sum of £535 was distributed in grants of relief; twenty-two new members were admitted to the association, and other general business was transacted. At the commencement of the meeting Mr. W. Edwood Shirley was elected as chairman of the board of directors for the ensuing year, and Mr. Henry Roscoe as deputy-chairman.

LAW STUDENTS' JOURNAL.

THE INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the preliminary examination held on the 20th and 21st of October, 1886:—

Allan, Walter Beattie	Cook, Frederick William
Allen, Frank Cobbett	Crespigny, Guy Ernle Hugh
Allison, Thomas Moffatt	Champion
Arnott, Spencer Lumsden	Croft, Thomas Lister
Arton, Clement	Cuff, William Charles
Bader, Ernest James	Dade, Harry
Bailey, George William	Downham, William Allen
Bainton, Henry William Eddison	Duff, Robert William
Barnes, William Edwin	Duignan, Bernard
Beauchcroft, Thomas G. odenough	Dyson, Leonard
Bentley, Robert Walter	Edmonds, John
Berry, Albert Edward	Eyre, John William
Bignmore, Samuel Austen	Farman, Edgar
Boxell, Henry Albert	Finley, Reginald Mainwaring
Bradley, Warwick Vernon	FitzHugh, William Reginald
Browning, Edward Eustace	Flint, Arthur Reat
Burdekin, Walter Frederick	Foyster, William Herbert
Butcher, Eli Herbert	Gardiner, Bertram Cardew
Cannon, Handel Walter	Goddard, Marcus
Chamberlain, James Thomas	Grimley, Walter Macdonnell
Charnock, John James	Hall, William Frederick
Cheliew, John Thomas	Harland, Wilfrid Charles
Clarke, Reginald Jaeger	Hartnoll, Mark Anthony
Colyer, William Alexander Francis	Harvey, Charles Edward

Hawkins, Frederick	Passman, Alfred Ernest
Hay, Frederic Edward Drummond	Pearce, Kenneth Hamilton
Herbert, Philip	Pearson, Herbert Rodgers
Holmes, Charles Walker	Quirke, Edwin Alphonsus
Hood, Herbert John	Berrie, Richard Pitt
Horseman, Frederick	Richards, Charles Frederick
Humble, George	Roberts, John Vaughan
Hunt, Charles	Roberts, William Howell
Hutchings, Thomas	Roberts, William Phipps
Huxtable, William Henry	Russell, Harold Hopper
Inglis, Charles William Chamberlayne	Russell, William Mozart
Jackson, James	Scott, John Parker
Jackson, John Sidney Blades	Seaton, Charles Algernon
Jeffery, Frederick Augustus	Sevier, John Ford Ashfordby
Jennings, Alexander Frederick	Shapland, Arden Francis Terrell
Kay, Edward Harvey	Sharples, William Edmund
King, Walter Robert	Simmons, Conrad
Large, Arthur Edward	Stagg, Ernest William
Lee, John W.	Stapleton, Valentine George
Lees, William James	Sugden, Herbert Stanley
Lewis, William	Swayne, Harry Walter
Limouzin, Charles William	Taylor, Athelstane Artaud
Lloyd, John Richard	Thirby, Edwin Harris
Macfie, James	Twist, Cecil Frederic
Marchant, Thomas	Waddington, Henry
Mathew, Nathaniel Edward Arthur	Walford, Arthur George
Meakin, Wilfrid Johnson	Walker, Percival Field
Megson, Fred.	Walsh, Cecil Henry
Millington, Herbert Ashlin	Walton, Herbert Edward
Mills, John	Warden, William Middleton
Munton, Ernest William	Webber, Herbert James
Naish, William	West, John
Nelson, James Edwin Rich	Whitehead, William Marquis
Newman, Edward	Wilson, Ainsworth
Newton, Harry	Winch, Richard Bluet
Nowell, Gilbert Henry	Wynn, John Newman
Parkinson, Henry Fairfax	Young, Arthur Webster

LEGAL NEWS.

APPOINTMENTS.

Mr. WILLIAM BURD, solicitor, of Okehampton, has been elected Coroner for the Okehampton District of Devonshire, in succession to the late Mr. Robert Fulford. Mr. Burd was admitted a solicitor in 1870. He had been for several years coroner for the Okehampton District, and he is town clerk of Okehampton, registrar of the Okehampton County Court, and clerk to the borough magistrates.

Mr. RICHARD KNIGHT, solicitor, of Bradford and Manningham, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. MARSHALL PONTIFEX, solicitor (of the firm of Pontifex, Hewitt, & Pitt), of St. Andrew-street, Holborn, has been appointed a Commissioner of Lieutenancy for the city of London. Mr. Pontifex is the son of Mr. John Pontifex, solicitor. He is vestry clerk of the parish of St. Andrew, Holborn, ward clerk of Farringdon Without, and clerk to the Armourers and Braziers Company. He was admitted a solicitor in 1856.

Mr. EDWIN CHARLES CURTIS, solicitor (of the firm of Curtis & Son), of Neath and Pontardawe, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM ROBERTS DAVIES, solicitor, of Pontypridd, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM HENRY MOORE, solicitor, of Tewkesbury and Upton-on-Severn, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN CHARLES SAMUEL GRENIER, barrister, has been appointed Attorney-General of the Island of Ceylon. Mr. Grenier is the eldest son of Mr. Frederick Charles Grenier, and was born in 1840. He was called to the bar at the Inner Temple in November, 1884.

Mr. JOSEPH SMITH, solicitor, of Birmingham and Wednesbury, has been elected Town Clerk of the newly-incorporated borough of Wednesbury. Mr. Smith had been for some time clerk to the Wednesbury Local Board, and he is also clerk to the Wednesbury Burial Board. He was admitted a solicitor in 1870.

Mr. DONALD CHARLES WARNES, solicitor, of Eye, has been appointed Secretary and Solicitor to the Eye Gas Light and Coke Co., in succession to his father, the late Mr. John Charles Warnes.

Mr. FREDERICK EDWARD HILLEARY, solicitor, LL.D. (of the firm of Hilleary & Layard), of 5, Fenchurch-buildings, and of Stratford and Leytonstone, has been unanimously elected Town Clerk of the newly-incorporated borough of West Ham. Mr. Hilleary is the only son of Mr. Gustavus Edward Hilleary, solicitor, of Stratford. He was educated at St. John's College, Cambridge, where he graduated B.A. in 1863 and LL.D. in 1885. He was admitted a solicitor in 1875. Mr. Hilleary had been for some time clerk to the West Ham Local Board, and he is also clerk to the West Ham Board of Guardians, superintendent registrar and solicitor to the West Ham School Board and the West Ham Gas Co.

Mr. WALTER LAWRY BULLER, barrister, C.M.G., has been created a Knight Commander of the Order of St. Michael and St. George. Sir W. Buller is the eldest son of the Rev. James Buller, and was born in 1838. He was called to the bar at the Inner Temple in Trinity Term, 1874, and

he was for several years a resident magistrate in New Zealand. He was created a Companion of the Order of St. Michael and St. George in 1875. Sir W. Buller has acted as one of the New Zealand Commissioners for the Colonial and Indian Exhibition.

Mr. RUSSELL COOKE, solicitor, of 3, New-inn, Strand, has been appointed by the Lieutenant-Governor of the Province of New Brunswick, Canada, a Commissioner to administer Oaths and receive Affidavits for use in that province. Mr. Cooke has also been appointed by the Lieutenant-Governor of the Province of Prince Edward Island, Canada, a Commissioner to administer Oaths and take Acknowledgments of Deeds for that province.

Mr. EDMUND OLIVE, solicitor, of Frome, Somerset, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature in England.

PARTNERSHIPS DISSOLVED.

HENRY EDWARDS BROWN and EVELYN HENRY HILL, solicitors and parliamentary agents (H. E. Brown & Hill), 4, Westminster-chambers, Victoria-street, Westminster. Oct. 1.

JOHN COOPER MALCOLM and CHARLES JOHN HAINSWORTH, solicitors (Malcolm & Hainsworth), Leeds. The business will in future be carried on by the said John Cooper Malcolm. Nov. 1. [Gazette, Nov. 5.]

WILLIAM ARTHUR WILLOUGHBY and CHARLES WINCH, solicitors (Willoughby & Winch), 4, Lancaster-place, Strand, Middlesex. Nov. 6. [Gazette, Nov. 9.]

GENERAL.

At a meeting of the newly-elected committee of the Liverpool Law Society, Mr. J. H. Kenion, of the firm of Tyrer, Kenion, Tyrer, & Simpson, was elected president, and Mr. A. Bright, of the firm of Bateson, Bright, & Warr, vice-president, for the ensuing year.

The members of the Oxford Circuit have invited the Home Secretary, the Right Hon. Henry Matthews, Q.C., M.P., to a complimentary dinner in celebration of his recent appointment as Home Secretary, which will take place (by permission of the benchers) in the Inner Temple Hall on Wednesday, the 1st of December.

"Mr. Alderman H. F. Wilkins, solicitor," says the *Standard*, "has been unanimously elected Mayor of Chipping Norton for the ensuing year. He is eighty-two years of age, and retains all the vigour and freshness of youth. He was a member of the unreformed corporation, was mayor of the borough when the Queen ascended the throne, and has been a member of the town council for the past fifty years. To commemorate the election of Mr. Alderman Wilkins to the Mayoralty for the eighth time, and at his advanced age, the inhabitants subscribed a fund for the purchase of two oxen, which were roasted in the market-place, the beef being given away to the poor."

Mr. C. M. Warrington, Q.C., M.P., who is the present master of the Farriers Company, presided at a livery dinner of the company, held on Tuesday last, at the Albion, Aldersgate-street. Among a large number of guests there were several members of both branches of the profession, including Mr. F. W. Maclean, Q.C., M.P., Mr. Seward Brice, LL.D., Mr. S. C. Macaskie, Mr. W. Holmes, Mr. Sidney Smith, Mr. W. J. D. Andrew, Mr. H. Montagu, Mr. J. H. Kays, Mr. W. H. Herbert, Mr. F. C. Bayard, Mr. R. Wall Wall, and the clerk, Mr. Wynne E. Baxter. In proposing the toast of "The Visitors," the master referred to the number of solicitors present that evening, and stated that it was to him a very pleasing fact, and one worthy of remark, that he did not remember in the whole course of his career ever hearing that a solicitor had divulged the secrets of his client and shewn himself unworthy of the confidence reposed in him. Doubtless many members of the profession present that evening had in their possession information which would prove disastrous to a large number of persons if disclosed. He considered that, to a very large extent, the whole well-being of society depended upon the honour and integrity of solicitors, and he felt sure that society was safe in reposing the large amount of confidence it did in the members of the legal profession.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT	APPEAL COURT	V. O. BACON.	Mr. Justice
	No. 1.	No. 2.		KAY.
Mon., Nov. 15	Mr. Leach	Mr. Beal	Mr. Ward	Mr. Pugh
Tuesday .. 16	Beal	Leach	Pemberton	Lavie
Wednesday .. 17	King	Beal	Ward	Pugh
Thursday .. 18	Godfrey	Leach	Pemberton	Lavie
Friday .. 19	Pemberton	Beal	Ward	Pugh
Saturday .. 20	Ward	Leach	Pemberton	Lavie
		Mr. Justice	Mr. Justice	Mr. Justice
		CHITTY.	NORTH.	STILLING.
Monday, November .. 15	Mr. Godfrey	Mr. Jackson	Mr. Koe	
Tuesday .. 16	King	Carrington	Clowes	
Wednesday .. 17	Godfrey	Jackson	Koe	
Thursday .. 18	King	Carrington	Clowes	
Friday .. 19	Godfrey	Jackson	Koe	
Saturday .. 20	King	Carrington	Clowes	

FEE, TWO GUINEAS, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 11b, Victoria-street, Westminster. Prospectus free.—[ADVT.]

FURNISH OF NORMAN & STACEY'S SYSTEM; No Deposit; 1, 2, or 3 years credit; 60 wholesale firms. Offices, 79, Queen Victoria-st., E.C. Branches at 131, Pall Mall, S.W., & 5, Liverpool-st., E.C. Goods delivered free.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 5, 1886.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALEXANDRA (NEWPORT) DOCKS and MAINTENANCE CO. LIMITED.—Petn for winding up, presented Oct 28, directed to be heard before North, J., on Saturday, Nov 13. White, Gracechurch st, sol for petn.

BILLIET-STREET OFFICES CO. LIMITED.—Petn for winding up, presented Nov 4, directed to be heard before North, J., on Saturday, Nov 13. Steadman & Van Praagh, Southampton st, Strand, sol for petn.

BLUMBERG & CO. LIMITED.—Creditors are required, on or before Dec 15, to send their names and addresses, and particulars of their debts or claims, to William Henry Pannell, 25, Basinghall st. Monday, Jan 17, at 12, is appointed for hearing and adjudicating upon the debts and claims.

GEORGE & JOSEPH OLIVER, LIMITED.—Creditors are required, on or before Nov 25, to send their names and addresses, and particulars of their debts or claims, to Herman Joseph Lecher, 6, Clement's lane, Lombard st. Thursday, Dec 2, at 12, is appointed for hearing and adjudicating upon the debts and claims.

LONDON and LEEDS BANK, LIMITED.—Kay, J., has fixed Nov 12, at 12, at his chambers, for the appointment of an official liquidator.

MAWDACH GOLD MINING CO. LIMITED.—Stirling, J., has, by an order dated Sept 16, appointed Horace Woodburn Kirby, 13, Birch lane, to be official liquidator. Creditors are required, on or before Dec 2, to send their names and addresses, and particulars of their debts or claims to the above. Friday, Dec 10, at 12, is appointed for hearing and adjudicating upon debts and claims.

NAVAL and MILITARY PUBLISHING CO. LIMITED.—Kay, J., has fixed Nov 17, at 12, at his chambers, for appointment of a liquidator.

PHOENIX SHIPPING CO. LIMITED.—Petition for winding up, presented Nov 2, directed to be heard before Bacon, V.C., on Nov 13. Flux & Leadbitter, Leadenhall st, sol for petn.

SEATHAN SLATE CO. LIMITED.—By an order made by Grantham, J., dated Oct 26, it was ordered that the company be wound up. Lickorish & Bellord, Queen Victoria st, sol for petn.

VACUUM PUMP and ICE MACHINE CO. LIMITED.—Creditors are required, on or before Dec 15, to send their names and addresses and particulars of their debts or claims to Charles Lee Nichols, 1, Queen Victoria st. Wednesday, Jan 12, at 12, is appointed for hearing and adjudicating upon the debts and claims.

VEREQUELLA-PANAMA GOLD MINE CO. LIMITED.—Petn for winding up, presented Nov 5, directed to be heard before Kay, J., on Nov 13. Blunt & Lawford, Gresham st, sol for the petn.

UNLIMITED IN CHANCERY.

MATLOCK BATH WATERWORKS CO.—North, J., has fixed Nov 17, at 11, at his chambers, for appointment of an official liquidator.

FRIENDLY SOCIETIES DISSOLVED.

ABERTILLERY IRON and TIN PLATE MAKERS' PROVIDENT FUND, Golden Lion Inn, Abertillery, Monmouth. Nov 3

GREAT SHELFORD BENEFIT SOCIETY, Great Shelford, Cambridge. Nov 3

SUSPENDED FOR THREE MONTHS.

HUSBANDMAN'S HOME LODGE, ODD FELLOWS FRIENDLY SOCIETY, Commercial Inn, Long Itchington, Rugby, Warwick. Nov 3

IMPERIAL SOUTHAM LODGE FRIENDLY SOCIETY, Ball Inn, Southam, Warwick. Nov 3

London Gazette.—TUESDAY, NOV. 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALBERT PALACE ASSOCIATION, LIMITED.—Petn for winding up, presented Nov 4, directed to be heard before Kay, J., on Nov 20. Haseldine, Queen Victoria st, sol for petn.

ALCOHOL WATERWORKS CO. LIMITED.—By an order made by Bacon, V.C. dated Oct 30, it was ordered that the company be wound up. Radcliffe & Co, Craven st, sol for petn.

BATH FURN ICE CO. LIMITED.—By an order made by North, J., dated Oct 30, it was ordered that the voluntary winding up of the company be continued. Le Brasseur & Oakley, New st, Lincoln's inn, agents for Stone & Co, Bath, sol for petn.

BLUMBERG & CO., LIMITED.—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts and claims, to William Henry Pannell, 25, Basinghall st. Monday, Jan 17, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Bristol CHANNEL STRAY TOWING and TRAWLING CO. LIMITED.—By an order made by Bacon, V.C., dated Oct 30, it was ordered that the company be wound up. Clarke & Co, Lincoln's inn fields, agents for Vaughan, Cardiff, sol for petn.

CARDIGAN SLATE QUARRIES, LIMITED.—By an order made by Bacon, V.C., dated Oct 30, it was ordered that the company be wound up. Smith & Son, Gresham st, sol for petn.

DIRECT MEAT SUPPLY, LIMITED.—By an order made by Kay, J., dated Oct 30, it was ordered that the company be wound up. Cunningham, Bridge st, Westminster, sol for petn.

HULL WAGON WORKS CO. LIMITED.—By an order made by North, J., dated Oct 30, it was ordered that the company be wound up. Redpath & Holdsworth, Bush lane, Cannon st, agents for Shackles & Son, Hull, sol for petn.

TILBURY BRICKFIELDS CO. LIMITED.—By an order made by Bacon, V.C., dated Oct 30, it was ordered that the company be wound up. Smith & Son, Gresham st, sol for petn.

TUCUMAN ESTATES SUGAR PLANTATIONS and FACTORIES CO. LIMITED.—By an order made by Bacon, V.C., dated Oct 30, it was ordered that the company be wound up. Miller, Tokenhouse bldgs, sol for the petn.

UNLIMITED IN CHANCERY.

NESTON and DISTRICT PERMANENT BENEFIT BUILDERS SOCIETY.—North, J., has fixed Nov 13, at 12, at his chambers, for appointment of an official liquidator.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

HOWARTH CRYER & CO. LIMITED.—By an order made by Bristow, V.C., dated Oct 15, it was ordered that the company be wound up. Walker, Bolton, sol for the petn. The Vice-Chancellor has fixed Friday, Nov 13, at 12, at Duchy chbrs, 2, Clarence st, Manchester, for appointment of an official liquidator.

A prospectus of the Mortgage Insurance Corporation (Limited) has been issued. The capital is £2,000,000, in shares of £10 each. The present issue is 100,000 shares of £10 each, payable—10s. on application, 10s. on allotment, and £1 on the 15th of February, 1887. It is not intended to make further calls. The prospectus states that the company has been incorporated for the purpose of granting insurances to the holders of mortgages, mortgage debentures, mortgage debenture stock, and other securities against loss of principal and interest.

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Nov. 2.

ALLEN, JOSEPH, Acocks Green, Worcester, Gent. Nov 11. Jaques & Son, Birmingham.
 BARNES, FREDERICK, Dunwich, Suffolk, Esq. Dec 1. Farrer & Co, Lincoln's inn fields.
 BATT, ISABELLA, Gateshead, Durham, Innkeeper. Dec 10. Dixon, Gateshead.
 BOLTON, FREDERICK GEORGE, Kingston upon Hull, Hemp Merchant. Nov 21. Wells & Co. Hull.
 BURLAND, CAROLINE, Marmont rd, Peckham. Dec 13. Mason & Edwards, Lincoln's inn fields.
 CATERMOLE, ELLEN HAMILTON, Tunbridge Wells. Dec 10. Farrer & Co, Lincoln's inn fields.
 CLARK, MARMADUKE, Exeter, Gent. Dec 13. Ley & Co, Carey st, Lincoln's inn fields.
 CLUBE, WILLIAM, Woodford Bridge, Essex, Gent. Dec 10. Tippetts & Son, Maiden lane, Queen st.
 CURTIS, ROBERT CRESSMAN, Northumberland row, Tottenham, Warehouseman. Dec 2. Shearnan, Gresham st.
 ECKLEY, GEORGE, Shirehampton, Gloucester, Gent. Dec 8. Morris, Penarth, nr Cardiff.
 FAY, ALICE, Fallowfield, nr Manchester. Jan 1. Crowther, Manchester.
 GLEW, JAMES, Gt Grimsby, Innkeeper. Dec 22. Reed, Grimsby.
 GREENWALL, JACOB, Strand, Merchant Tailor. Nov 29. Church, Fenchurch st.
 HALL, SAMUEL, Holbeck, Leeds, Ostler. Dec 1. Simpson, Leeds.
 HUNT, ELIZABETH, Thurning, Huntingdon. Nov 29. Hunnybun & Sons, Huntingdon.
 MATTHEW, GEORGE, Sunderland, Gent. Nov 30. Moore & Co, Sunderland.
 MERCER, JOSEPH BENJAMIN, Coventry, Retired Fishmonger. Nov 12. Minster, Coventry.
 NICKLIN, ANN, Spon st, Coventry. Nov 12. Minster, Coventry.
 RICARDO, EMILY, Wilton crescent. Nov 30. Morgans & Harrison, Old Jewry.
 SEELS, HENRY JOHN, Wainfleet, Lincoln, Farmer. Nov 26. Walker & Co, Spilsby.
 SELLERS, DANIEL, Marefair, Northampton, Licensed Victualler. Nov 30. Becke & Green, Northampton.
 SEYMOUR, SARAH, Kingston on Thames. Nov 23. Tadman, Gray's inn pl.
 SHIRREFF, ROBERT NORRIS BRISTOW, Waltherton rd, Harrow rd, Gent. Dec 4. Richards, Warwick st.
 SHORTEDE, THOMAS, Winstanley, Lancaster, Estate Agent. Dec 1. Peace & Ellis, Wigan.
 SYRAUT, WILLIAM, Selden, Buckingham, Farmer. Dec 20. Newton & Co, Leighton Buzzard.
 TAYLOR, ELIZABETH, Aylestone Hill, Hereford. Nov 25. Jaques & Son, Birmingham.
 TESTER, EDWARD, Clifton hill, St John's Wood, Gent. Dec 1. Taylor & Co, Gt James st, Bedford row.
 TRAFFORD, SIR HUMPHREY DE, Trafford pk, Lancaster, Bart. Dec 18. Taylor & Co, Manchester.
 WALLINGTON, MARK BOTLEY, Chesham, Buckingham, Retired from Business. Dec 18. Francis & Elow, Chesham.
 WEDGE, CHARLES, Carter st, Bethnal Green, General Dealer. Dec 15. Webb, St Peter's rd, Mile End rd.
 WILLETT, JOHN, Bootle, Lancaster, Builder. Dec 9. Bartlett & Atkinson, Liverpool.
 WILLIAMS, JAMES, Terehan, Persia. Dec 3. Stibbard & Co, Leadenhall st.
 WOODS, RICHARD, Clipstone pk, Nottingham, Gent. Dec 31. Maltby, Mansfield.

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 5, 1886.

RECEIVING ORDERS.

AKHURST, LEIGH, Leeds, Flax Merchant. Leeds. Pet Nov 2.
 BARNES, ELIJAH, Wolverhampton, Ironmaster. Wolverhampton. Pet Nov 3.
 BREWSTER, JOSEPH WILLIAM, Rochester, Oilman. Rochester. Pet Nov 3. Ord Nov 3.
 BROOKES, SAMUEL, St George's rd, Peckham, Oilman. High Court. Pet Nov 1. Ord Nov 1.
 BROWN, JOSEPH BENNETT, Liverpool, Ladies' Outfitter. Liverpool. Pet Nov 2. Ord Nov 2.
 BRYANT, GEORGE, St Ives, Cornwall, Boat Builder. Truro. Pet Oct 29. Ord Nov 2.
 BURTON, WILLIAM, Basford, Nottingham, Plumber. Nottingham. Pet Oct 30. Ord Nov 1.
 COLEMAN, JOSEPH PARSONS, Overton, Hampshire, Surgeon. Winchester. Pet Nov 1. Ord Nov 1.
 COOKMAN, HENRY, Eastington, Yorks, Farmer. Kingston upon Hull. Pet Oct 7. Ord Nov 2.
 CRAWFORD, GEORGE, Henning st, Battersea, Merchant. Wandsworth. Pet Oct 30. Ord Nov 1.
 DAVIES, THOMAS EDWARD, Pontycymmer, nr Bridgend, Draper. Cardiff. Pet Oct 30. Ord Oct 30.
 DRAPEY, FREDERICK, Cossall, Nottingham, Lace Manufacturer. Derby. Pet Nov 3. Ord Nov 3.
 DUNKLEY, THOMAS, Swain's lane, Highgate, Mason. High Court. Pet Sept 29. Ord Nov 3.
 ELLIS, JOSHUA, Ossett, Yorks, Cowkeeper. Dewsbury. Pet Nov 1. Ord Nov 1.
 FORDHAM, RICHARD WILSON, Hednesford, Stafford, Grocer. Walsall. Pet Nov 1. Ord Nov 1.
 FREEMAN, FREDERICK, Berwick st, Soho, Oilman. High Court. Pet Nov 2. Ord Nov 2.
 GLOVER, WILLIAM, Nottingham, Baker. Nottingham. Pet Nov 3. Ord Nov 3.
 GODDARD, GEORGE BROWN, Buxton, Derby, Music Seller. Stockport. Pet Nov 2. Ord Nov 2.
 HAOG, JOHN, Geneva rd, Brixton, Warehouseman. High Court. Pet Nov 3. Ord Nov 3.
 HALL, HERBERT HAMPTON, Liverpool, Commission Agent. Liverpool. Pet Nov 2. Ord Nov 3.
 HAMEND, EDWARD, Tenterden, Kent, Miller. Hastings. Pet Nov 2. Ord Nov 3.
 HARRIS, ROBERT, Brampton, Huntingdon, Butcher. Peterborough. Pet Nov 2. Ord Nov 2.
 HARRISON, CAROLINE, Bath, Clothier. Bath. Pet Nov 3. Ord Nov 3.
 HARTREE, MARGARET, Swansea, Grocer. Swansea. Pet Oct 15. Ord Oct 29.
 HARVEY, HARRIETT, Huntingdon, Confectioner. Peterborough. Pet Nov 2. Ord Nov 2.

HAYMAN, HENRY EDWARD, Bunhill row, Box Maker. High Court. Pet Oct 30. Ord Oct 30.
 HURSTON, FREDERICK, Warwick st, Leamington, Butcher. Warwick. Pet Nov 1. Ord Nov 1.
 LAVIS, JOHN, Torquay, Grocer. Exeter. Pet Nov 2. Ord Nov 2.
 LEWIS, WILLIAM AUGUSTUS, Roath, Cardiff, Builder. Cardiff. Pet Oct 29. Ord Oct 29.
 LYND, WILLIAM, Uxbridge rd, Shepherd's Bush, Engineer. High Court. Pet Nov 3. Ord Nov 3.
 MADDOCK, THOMAS, Morriston, Glamorganshire, Bootmaker. Swansea. Pet Nov 2. Ord Nov 2.
 MECZYK, WOLF, Steward st, Brushfield st, Grocer. High Court. Pet Nov 2. Ord Nov 3.
 METCALF, TOM STUBLEY, Ossett, Yorks, out of business. Dewsbury. Pet Oct 30. Ord Oct 30.
 MONCKTON, ALBERT EDWARD, Landport, Hampshire, Merchant. Portsmouth. Pet Nov 1. Ord Nov 2.
 O'LEARY, DANIEL JOSEPH, Carter lane, Silk Merchant. High Court. Pet Oct 7. Ord Oct 29.
 ORTON, CHARLES, Highgate hill, Grocer. High Court. Pet Oct 26. Ord Oct 29.
 PACY, THOMAS, Bolton upon Dearne, Yorks, Farmer. Sheffield. Pet Nov 2. Ord Nov 2.
 PARKER, THOMAS, Nottingham, Hairdresser. Nottingham. Pet Nov 1. Ord Nov 1.
 PERRIN, RICHARD WILLIAM, Clees, Lincolnshire, Greengrocer. Great Grimsby. Pet Oct 30. Ord Oct 30.
 POPPLE, EDWARD, Chesterton, Cambridge, Waiter. Cambridge. Pet Nov 1. Ord Nov 1.
 ROGERS, CHARLES, Leeds, Cabinet Maker. Leeds. Pet Nov 1. Ord Nov 1.
 RUTHERFORD, THOMAS, Bootle, Lancashire, Timber Merchant. Liverpool. Pet Nov 1. Ord Nov 1.
 SEARLE, FREDERICK, Colchester, Fish Merchant. Colchester. Pet Nov 1. Ord Nov 1.
 SHANLEY, JAMES FULLERTON, Liverpool, Tailor. Liverpool. Pet Nov 1. Ord Nov 1.
 SMITH, LEVI, Shortheath, nr Wolverhampton, Licensed Victualler. Wolverhampton. Pet Nov 2. Ord Nov 2.
 SNUGGS, GEORGE SAMUEL FREDERICK, and CALEB WILLIAM ALFRED SNUGGS, Fimley, Surrey, Fishmongers. Guildford and Godalming. Pet Oct 30. Ord Oct 30.
 SPENCER, HENRY, Sheffield, Joiner. Sheffield. Pet Nov 2. Ord Nov 2.
 TEMPLE, JOHN, Shaldon, Devon, Ship Owner. Exeter. Pet Nov 2. Ord Nov 2.
 THORN, ALEXANDER, Cremorne Wharf, Chelsea, Builder. High Court. Pet Nov 2. Ord Nov 2.
 TURVEY, HENRY, Abingdon, Berks, Carpenter. Oxford. Pet Nov 1. Ord Nov 1.
 URWIN, JOHN, Scotwood, Northumberland, Engineer. Newcastle on Tyne. Pet Oct 30. Ord Nov 1.
 WADAMS, FREDERICK, Farnham, Surrey, Gent. Guildford and Godalming. Pet Oct 30. Ord Oct 30.
 WHELFAT, ALFRED CORNISH, Bristol, Ironmonger. Bristol. Pet Nov 1. Ord Nov 1.
 WIGNALL, RICHARD, Ormskirke, Lancashire, Postmaster. Liverpool. Pet Nov 2. Ord Nov 2.
 YEADON, ARTHUR, Batley, Yorks, Flock Merchant. Dewsbury. Pet Oct 30. Ord Nov 1.

FIRST MEETINGS.

BANCROFT, JOSEPH, Manchester, Schoolmaster. Nov 12 at 11.30. Off Rec, Ogden's chbrs, Bridge st, Manchester.
 BARTON, CLARK MAYLAM, Bilsington, Kent, out of business. Nov 12 at 11. 32, St George's st, Canterbury.
 BOWEAR, JOHN, Eastbourne, Coal Merchant. Nov 12 at 12. 4, Pavilion bldgs, Brighton.
 BRUNSDEN, EDWIN (sep estate), Brentford, Builder. Nov 15 at 3.30. Townhall, Brentford.
 BRUNSDEN, THOMAS (sep estate), Brentford, Builder. Nov 15 at 3.30. Townhall, Brentford.
 BRUNSDEN, THOMAS, EDWIN BRUNSDEN, and WALTER JAMES COX, Brentford, Builders. Nov 15 at 3.30. Townhall, Brentford.
 COLEMAN, JOSEPH PARSONS, Southington, Hampshire, Surgeon. Nov 15 at 12. White Hart Hotel, Overton, Hants.
 COX, WALTER JAMES (sep estate), Brentford, Builder. Nov 15 at 3.30. Townhall, Brentford.
 DRAPEY, FREDERICK, Cossall, Nottingham, Lace Manufacturer. Nov 13 at 3. Flying Horse Hotel, Nottingham.
 EVANS, THOMAS, Cornbarber, Ironmonger. Nov 12 at 12. Off Rec, Whitehall chbrs, 25, Colmore row, Birmingham.
 FARLEY, JOHN THOMAS, Dover, Furniture Dealer. Nov 11 at 9.30. 32, St George's st, Canterbury.
 FORDHAM, RICHARD WILSON, Hednesford, Staffordshire, Grocer. Nov 17 at 10. Off Rec, Walsall.
 FOWLER, WILLIAM JOHN, Folkestone, Confectioner. Nov 12 at 10.30. 32, St George's st, Canterbury.
 GABRIEL, FRANK, Tredington, Worcester, Farmer. Nov 16 at 10.45. County Court, Banbury.
 GODDARD, GEORGE BROWN, Buxton, Derby, Music Seller. Nov 12 at 1. Off Rec, Stockport.
 GRAVETT, ESTHER, Burgess hill, Sussex, Wine Merchant. Nov 12 at 3. 4, Pavilion bldgs, Brighton.
 HARTREE, MARGARET, Swansea, Grocer. Swansea. Nov 12 at 3. Off Rec, 6, Rutland st, Swansea.
 HAYNES, HENRY, Bethel walk, Sheffield, Beerhouse Keeper. Nov 13 at 12. Off Rec, Figtree lane, Sheffield.
 HURSTON, FREDERICK, Warwick st, Leamington, Butcher. Nov 15 at 12.30. Cookies & Southorn, 33, Parade, Leamington.
 JOHNSON, THOMAS JAMES, and ROBERT JONES WILLIAMS, Liverpool, Merchants. Nov 12 at 8. Off Rec, 35, Victoria st, Liverpool.
 LAVIS, JOHN, Torquay, Grocer. Exeter. Nov 16 at 3. Castle of Exeter, Exeter.
 MADDOCK, THOMAS, Morriston, Glamorganshire, Shoemaker. Nov 13 at 11. Off Rec, 6, Rutland st, Swansea.
 METCALF, TOM STUBLEY, Ossett, Yorks, out of business. Nov 19 at 3. Off Rec, Bank chbrs, Batley.
 MONCKTON, ALBERT EDWARD, Landport, Provision Merchant. Nov 15 at 4. Off Rec, 148, Queen st, Portsea.
 MONK, JOHN THOMAS, 59, Goswell rd, Grocer. Nov 12 at 11. 33, Carey st, Lincoln's inn.
 MUNDAY, THOMAS, Shoreham, Potato Merchant. Nov 15 at 12. 4, Pavilion bldgs, Brighton.
 OWEN, NATHANIEL ARTHUR, Peaseance, Tailor. Nov 13 at 12. Off Rec, Boscawen st, Truro.
 PEGGIE, HENRY EDWARD, Newport, Mon, Wheelwright. Nov 13 at 12. Off Rec, 12, Forester pl, Newport, Mon.
 POPPLE, EDWARD, Chesterton, Cambridgeshire, Waiter. Nov 15 at 12. Off Rec, 5, Petty Cury, Cambridge.
 PRICE, WILLIAM LEONARD, Frodsham, Cheshire, Mason. Nov 12 at 11.30. County Court, Warrington.
 PYETT, WILLIAM, High st, Esher, Tailor. Nov 12 at 11. 23 and 29, St Swithin's lane.

REDMAN, MARK, Brockley, Kent, Contractor. Nov 15 at 3. Off Rec, 109, Victoria st, Westminster.
 SHAWLEY, JAMES FULLERTON, Liverpool, Tailor. Nov 16 at 12. Off Rec, 35, Victoria st, Liverpool.
 SHEPHERD, GEORGE, Croydon, House Decorator. Nov 15 at 12. Off Rec, 109, Victoria st, Westminster.
 SMART, JAMES, Woodford, Essex, Boot Maker. Nov 12 at 2.30. 33, Carey st, Lincoln's Inn.
 SMITH, JOSEPH, ENOCH SMITH, and THOMAS SMITH, Short Heath, Staffordshire, Chattermasters. Nov 13 at 11. Off Rec, Walsall.
 SMITH, LEVI, Short Heath, nr Wolverhampton, Licensed Victualler. Nov 19 at 4. Off Rec, Wolverhampton.
 SPARE, W. STALEY, Shanklin, Isle of Wight, Gent. Nov 12 at 11. 33, Carey st, Lincoln's Inn.
 TEMPLE, JOHN, Teignmouth, Devon, Ship Owner. Nov 20 at 1. London Hotel, Teignmouth.
 UNSWORTH, WILLIAM, Tyldesley, Lancashire, Builder. Nov 12 at 11. 16, Wood st, Bolton.
 URWIN, JOHN, Scotswood, Northumberland, Engineer. Nov 23 at 11. Off Rec, Pink lane, Newcastle on Tyne.
 WHEATRE, JOHN, and WILLIAM WILKINSON, Armley, Leeds, Wool Spinners. Nov 15 at 11. Off Rec, 22, Park row, Leeds.
 WHEERAT, ALFRED CORNISH, Bristol, Ironmonger. Nov 15 at 12.30. Off Rec, Bank church, Bristol.
 WIGNALL, RICHARD, Ormskirk, Lancashire, Postmaster. Nov 15 at 3. Off Rec, 35, Victoria st, Liverpool.
 WILLIAMS, WILLIAM, Brecon, Farmer. Nov 13 at 11. Castle Hotel, Brecon.

ADJUDICATIONS.

BANCROFT, JOSEPH, Manchester, Schoolmaster. Salford. Pet Oct 18. Ord Nov 3.
 BEBB, NATHANIEL, Trelystan, Montgomery, Farmer. Newtown. Pet Oct 18. Ord Nov 3.
 BRAGO, THOMAS WILLIAM, Stoke upon Trent, Builder. Stoke upon Trent. Pet Oct 22. Ord Nov 1.
 BROOKES, SAMUEL, St George's rd, Peckham, Olman. High Court. Pet Nov 1. Ord Nov 1.
 BROWN, JOSEPH BENNETT, Liverpool, Underclothing Manufacturer. Liverpool. Pet Nov 2. Ord Nov 2.
 BURGESS, JAMES, Hunstanton St Edmunds, Norfolk, Baker. King's Lynn. Pet Oct 23. Ord Nov 1.
 COLEMAN, JOSEPH PARSONS, Overton, Hampshire, Surgeon. Winchester. Pet Nov 1. Ord Nov 2.
 CONN, JAMES, and JOSEPH CONN, Pershore, Worcester, Painters. Worcester. Pet Oct 25. Ord Nov 1.
 DONALD, DAVID, Victoria rd, Surbiton, Baker. Kingston. Surrey. Pet Oct 18. Ord Nov 1.
 EALDING, DANIEL, Folkestone, Cook. Canterbury. Pet Oct 22. Ord Nov 2.
 FORDHAM, RICHARD WILSON, Hednesford, Staffordshire, Grocer. Walsall. Pet Nov 1. Ord Nov 2.
 GLOVER, JOHN WILLIAM, Sheffield, Grocer. Sheffield. Pet Oct 12. Ord Nov 2.
 GODDARD, GEORGE BROWN, Buxton, Derby, Music Seller. Stockport. Pet Nov 2. Ord Nov 2.
 HAMMOND, EDWARD, Tenterden, Kent, Miller. Hastings. Pet Nov 2. Ord Nov 3.
 HALL, HERBERT HAMPTON, Liverpool, Commission Agent. Liverpool. Pet Nov 2. Ord Nov 3.
 HAREIS, GEORGE NELSON, Clifton, Bristol, Builder. Bristol. Pet Sept 10. Ord Nov 1.
 HARTREE, MARGARET, Swansea, Grocer. Swansea. Pet Oct 15. Ord Nov 3.
 HASTINGS, ALFRED GARDINER, Cork st, Burlington gds, Solicitor. High Court. Pet Apr 2. Ord Nov 1.
 HAYNES, HENRY, Sheffield, Beerhouse Keeper. Sheffield. Pet Oct 27. Ord Nov 3.
 HILL, HENRY EDWARD, Cleve, Lincoln, Auctioneer. Gt Grimsby. Pet Oct 19. Ord Oct 29.
 JAMESON, GEORGE HENRY, Brockley, Kent, Surveyor. Greenwich. Pet Sept 22. Ord Oct 30.
 JOHNSON, THOMAS JAMES, and ROBERT JONES WILLIAMS, Liverpool, General Merchants. Liverpool. Pet Oct 19. Ord Nov 2.
 LAVIS, JOHN, Torquay, Grocer. Exeter. Pet Nov 2. Ord Nov 2.
 LEE, GEORGE, Woodland's rd, Blackheath, Builder. Greenwich. Pet Oct 26. Ord Nov 3.
 MADDOCK, THOMAS, Morriston, Glamorgan, Shoemaker. Swansea. Pet Nov 2. Ord Nov 3.
 MONCKTON, ALBERT EDWARD, Landport, Hants, Provision Merchant. Portsmouth. Pet Nov 1. Ord Nov 2.
 ORTON, CHARLES, Highgate hill, Grocer. High Court. Pet Oct 26. Ord Nov 1.
 OWEN, NATHANIEL ARTHUR, Pensance, Tailor. Truro. Pet Oct 29. Ord Nov 2.
 PEARSON, TIMOTHY, Bradford, Fruiterer. Bradford. Pet Sept 3. Ord Nov 1.
 PEGLER, HENRY EDWARD, Newport, Mon, Wheelwright. Newport, Mon. Pet Oct 29. Ord Nov 1.
 POPPLE, EDWARD, Chesterton, Cambridge, Waiter. Cambridge. Pet Nov 1. Ord Nov 2.
 PRETT, WILLIAM, High st, Esher, Tailor. Kingston, Surrey. Pet Oct 19. Ord Nov 2.
 PUEKIS, ALFRED, Landport, Hants, Baker. Portsmouth. Pet Oct 27. Ord Nov 2.
 ROBINSON, MARK, Stratford upon Avon, Saddler. Warwick. Pet Sept 23. Ord Nov 1.
 ROGERS, CHARLES, Leeds, Cabinet Maker. Leeds. Pet Nov 1. Ord Nov 1.
 ROYLE, JOHN, Sheffield, Butcher. Sheffield. Pet Oct 14. Ord Nov 3.
 SEARLE, GEORGE, Taunton, Builder. Taunton. Pet Oct 29. Ord Nov 2.
 STEEDEN, THOMAS, Edgware rd, no occupation. High Court. Pet Oct 8. Ord Nov 3.
 SULLIVAN, ALFRED, Morchard Bishop, Devon, Baker. Exeter. Pet Oct 18. Ord Nov 3.
 TAYLOR, GEORGE, Brinnington, Cheshire, Printer. Stockport. Pet Oct 26. Ord Nov 3.
 TURNER, ISAAC, Newcastle on Tyne, Traveller. Newcastle on Tyne. Pet Oct 30. Ord Nov 3.
 TYER, EDWARD HAYES, Gorleston, Suffolk, Draper. Gt Yarmouth. Pet Oct 22. Ord Nov 1.
 UNSWORTH, WILLIAM, Tyldesley, Lancashire, Builder. Bolton. Pet Oct 29. Ord Nov 1.
 WAGHORN, DANIEL THOMAS, Ramsgate, Greengrocer. Canterbury. Pet Oct 23. Ord Oct 30.
 WARE, GEORGE WALTER, St Thomas rd, Seven Sisters rd, Architect. High Court. Pet July 19. Ord Nov 3.
 WATTS, EDWARD, Aston New Town, Warwick, Boot Dealer. Birmingham. Pet Sept 3. Ord Nov 1.
 WEBB, ALFRED ISAAC, Buckingham, Shoe Maker. Banbury. Pet Oct 21. Ord Nov 1.
 WHEERAT, ALFRED CORNISH, Bristol, Ironmonger. Bristol. Pet Nov 1. Ord Nov 1.
 WIGNALL, RICHARD, Ormskirk, Lancashire, Postmaster. Liverpool. Pet Nov 2. Ord Nov 3.

WILLIAMS, WILLIAM, Brecon, Farmer. Merthyr Tydfil. Pet Oct 20. Ord Nov 3.
 WILLETS, JOSEPH, Oldbury, Carpenter. Oldbury. Pet Oct 20. Ord Oct 20.
 WOOLHOUSE, ENOCH, Ecclesfield, Yorks, Butcher. Sheffield. Pet Oct 8. Ord Nov 3.
 WRIGHT, JAMES, Bicker, Lincoln, Farmer. Boston. Pet Oct 20. Ord Nov 3.
 ADJUDICATION ANNULLED.
 LAWRENCE, JOHN CHARLES, Queenborough, Kent, Barge Owner. Rochester. Adjud Aug 6. Annul Nov 1.

London Gazette.—TUESDAY, Nov. 9, 1886.

RECEIVING ORDERS.

ABBOTT, THOMAS, Kingston on Thames, Glass Dealer. Kingston, Surrey. Pet Nov 6. Ord Nov 6.
 ARCHER, ALBERT JAMES, Coalville, Leicestershire, Commercial Traveller. Burton on Trent. Pet Nov 4. Ord Nov 4.
 ASHWORTH, JOHN STOWELL, Bradford, Woolsorter. Bradford. Pet Nov 3. Ord Nov 3.
 ARTHUR, BENJAMIN, Cardiff, Provision Merchant. Cardiff. Pet Oct 18. Ord Nov 3.
 BACKHOUSE, FREDERICK, Walton, Suffolk, Bellhanger. Ipswich. Pet Nov 6. Ord Nov 6.
 BAXTER, ISAAC BLAKE, Darlington, Boot Dealer. Stockton on Tees and Middlesborough. Pet Oct 28. Ord Nov 4.
 BEDDOES, BENJAMIN, Cardistown, Salop, Tailor. Shrewsbury. Pet Nov 6. Ord Nov 6.
 BIRD, JOHN, jun, Kingswinford, Staffordshire, Brick Yard Manager. Stourbridge. Pet Oct 25. Ord Nov 1.
 BUCKLAND, JOSEPH SEAGER, Chaddeley Corbett, Worcestershire, Farmer. Kidderminster. Pet Oct 13. Ord Oct 22.
 RUSSELL, JONATHAN, Middleton, Lancashire, Veterinary Surgeon. Manchester. Pet Nov 4. Ord Nov 4.
 BURGESS, WILLIAM JOHN, Sandown, Isle of Wight, Grocer. Newport and Ryde. Pet Nov 3. Ord Nov 4.
 COLLETT, CHARLES, Torquay, Theatrical Lessee. Exeter. Pet Oct 25. Ord Nov 5.
 COURT, FRANCIS, Wingham, Kent, Farmer. Canterbury. Pet Nov 4. Ord Nov 5.
 CROOK, JAMES BATER, St Mary Church, Devon, Grocer. Exeter. Pet Nov 6. Ord Nov 6.
 DOBBIN, THOMAS PAUL, Emmett st, Limehouse, Ship Chandler. High Court. Pet Nov 6. Ord Nov 6.
 EDGAR, THOMAS JACKSON, Carlisle, out of business. Carlisle. Pet Nov 6. Ord Nov 6.
 FARMER, JOHN, Farrington rd, Baker. Portsmouth. Pet Oct 18. Ord Nov 4.
 FLEMING, THOMAS, Southsea, Architect. Portsmouth. Pet Sept 24. Ord Nov 4.
 GALLEY, WILLIAM HENRY, Ventnor, Bootmaker. Newport and Ryde. Pet Nov 6. Ord Nov 6.
 GRUN, FRANK ROBERT JOHANNES, Mincing lane, Tea Broker. High Court. Pet Oct 16. Ord Nov 3.
 HEATON, ROBERT, Windermere, Westmoreland, Coach Builder. Kendal. Pet Nov 5. Ord Nov 6.
 HEWITT, JOHN, and BENJAMIN WESTWOOD, Old Hill, Staffordshire, Greengrocers. Dudley. Pet Nov 4. Ord Nov 5.
 HOYLE, JAMES, Accrington, Lancashire, Mill Furnisher. Blackburn. Pet Nov 3. Ord Nov 4.
 HUNT, WILLIAM, Weymouth, Grocer. Dorchester. Pet Oct 25. Ord Nov 4.
 JAMES, THOMAS, Blaengarw, nr Bridgend, Draper. Cardiff. Pet Nov 4. Ord Nov 4.
 JOLLIFFE, CHARLES, Ryde, Isle of Wight, Builder. Newport and Ryde. Pet Nov 6. Ord Nov 6.
 JONES, FREDERICK BROOKHOLDING, Bristol, Horse Repository Proprietor. Bristol. Pet Nov 6. Ord Nov 6.
 JONES, WILLIAM WALL, Salop, Farmer. Shrewsbury. Pet Nov 6. Ord Nov 6.
 LANE, OLIVER DOWDING, Little Hereford, Farmer. Kidderminster. Pet Oct 20. Ord Oct 20.
 LANGFORD, THOMAS, Hartlebury, Worcestershire, Carpenter. Kidderminster. Pet Oct 28. Ord Oct 28.
 MARSTON, FREDERICK CARMINE, Kidderminster, Coal Dealer. Kidderminster. Pet Nov 3. Ord Nov 3.
 MATTHEW, JOSHUA, Aldham, Suffolk, Farmer. Ipswich. Pet Nov 5. Ord Nov 5.
 MATTIN, JAMES DAND, Gilesgate Moor, Durham, Tallow Chandler. Durham. Pet Nov 4. Ord Nov 4.
 MILSON, CHARLES, New Brampton, nr Chesterfield, Innkeeper. Chesterfield. Pet Nov 3. Ord Nov 4.
 NELSON, JOHN, Gorleston, Suffolk, Boatowner. Great Yarmouth. Pet Nov 5. Ord Nov 5.
 NEW, JAMES, and BENJAMIN NEW, Hampton Gay, Oxfordshire, Paper Manufacturers. Oxford. Pet Nov 5. Ord Nov 5.
 NEWNS, JOHN EDWIN, Warrington, Beerhouse Keeper. Warrington. Pet Nov 4. Ord Nov 4.
 OLIVER, JOSEPH, Great Everdon, Northamptonshire, Baker. Northampton. Pet Nov 1. Ord Nov 3.
 OWEN, THOMAS, Jun., Bangor, Mason. Bangor. Pet Nov 6. Ord Nov 6.
 PERKIN, HENRY, and ALBERT HARRY MAY, Newport, Outfitters. Pet Nov 6. Ord Nov 6.
 PERRY, WILLIAM, Old Hill, Staffordshire, Chainmaker. Dudley. Pet Nov 6. Ord Nov 6.
 PEVERLEY, C. H., Long Newton, nr Darlington, Farmer. Stockton on Tees and Middlesborough. Pet Oct 18. Ord Nov 2.
 PIGGINS, ALFRED, Sheffield, Coal Merchant. Sheffield. Pet Nov 5. Ord Nov 5.
 PIGGOTT, WILLIAM HENRY, Victoria rd, Holloway, Builder. High Court. Pet Nov 6. Ord Nov 6.
 RAMSEY, WILLIAM, Steeple Aston, Oxfordshire, Farmer. Oxford. Pet Nov 3. Ord Nov 3.
 SCRUTTON, THOMAS J., Morpeth rd, South Hackney, Brewers' Agent. High Court. Pet Oct 13. Ord Nov 4.
 SHEPHERD, JAMES JOHN, Commercial rd, Lambeth, Firewood Dealer. High Court. Pet Oct 15. Ord Nov 4.
 SILK, WILLIAM, Elsworth, Cambridgeshire, Butcher. Cambridge. Pet Nov 4. Ord Nov 4.
 TEGGALL, RICHARD PADDON, Torquay, General Household Dealer. Exeter. Pet Nov 6. Ord Nov 6.
 VARNET, ALFRED, Ramsgate, Baker. Canterbury. Pet Nov 4. Ord Nov 5.
 VEITCH, THOMAS KELSEY, Birmingham, Cricket Outfitter. Birmingham. Pet Nov 4. Ord Nov 4.
 WAGSTAFF, HENRY, Handsworth, Staffordshire, Fishmonger. Birmingham. Pet Nov 5. Ord Nov 5.
 WAITE, WILLIAM, Bradford, Confectioner. Bradford. Pet Nov 4. Ord Nov 4.
 WALTON, ROBERT, Rock Ferry, Cheshire, Tailor. Northallerton. Pet Nov 4. Ord Nov 5.
 WALKER, EDWARD, Middlesborough, Grocer. Stockton on Tees and Middlesborough. Pet Oct 19. Ord Nov 3.
 WILLIAMS, WILLIAM GEORGE, Haverfordwest, Grocer. Pembroke Dock. Pet Nov 6. Ord Nov 6.

FIRST MEETINGS.

ARMSTRAD, CHARLES, March, Isle of Ely, Railway Servant. Nov 17 at 1.15. County Court, Peterborough.

ARCHER, ALBERT JAMES, Coalville, Leicester, Commercial Traveller. Nov 17 at 11.30. Off Rec, 88 James's chbrs, Derby.

ASHWORTH, JOHN STOWELL, Bradford, Woolsorter. Nov 17 at 11. Off Rec, 31, Manor row, Bradford.

BACKHOUSE, FREDERICK, Walton, Suffolk, Bellhanger. Nov 20 at 12. Off Rec, 2, Westgate at, Ipswich.

BANNER, ELLIAH, Wolverhampton, Ironmaster. Nov 17 at 4. Off Rec, Wolverhampton.

BARBOBY, FRANCIS, Melmerby, nr Thirsk, Yorks, Farmer. Nov 19 at 2.30. Unicorn Hotel, Ripon.

BEDDORS, BENJAMIN, Cardiston, Salop, Tailor. Nov 16 at 10.30. Law Society, Talbot chbrs, Shrewsbury.

BIRD, JOHN, jun, Kingswinford, Stafford, Brickyard Manager. Nov 18 at 12.30. Talbot Hotel, Stourbridge.

BLAKE, J. and H. BLAKE, Alderney rd, Mile End, Carmen. Nov 16 at 11. 31 Carey st, Lincoln's inn.

BORROW, THOMAS, jun, Redcar, Yorks, no occupation. Nov 22 at 11. King's Head Hotel, Darlington.

BREWSTER, JOSEPH WILLIAM, Rochester, Oilman. Nov 17 at 11.30. Off Rec, High st, Rochester.

BROWN, JOSEPH BENNETT, Liverpool, Underclothing Manufacturer. Nov 19 at 2. Off Rec, 35, Victoria st, Liverpool.

BROOKES, SAMUEL, St George's rd, Peckham, Oilman. Nov 17 at 12. 33, Carey st, Lincoln's inn.

BRYANT, GEORGE, St Ives, Cornwall, Boat Builder. Nov 16 at 12. Off Rec, Boscawen st, Truro.

BUCKLAND, JOSEPH SRAGER, Chaddesley Corbett, Worcestershire, Farmer. Nov 17 at 2.40. Miller Corbett, Solicitor, Kidderminster.

BURGESS, WILLIAM JOHN, Sandown, Isle of Wight, Grocer. Nov 22 at 2. Chamber of Commerce, 145, Cheapside.

BURTON, WILLIAM, Basford, Nottingham, Plumber. Nov 17 at 12. Off Rec, High pavement, Nottingham.

BYFORD, JOHN, Mistley, Essex, Pork Butcher. Nov 17 at 10. Townhall, Colchester.

CLARE, JOHN, Sheffield, Musical Instrument Manufacturer. Nov 17 at 11. Off Rec, Figgess lane, Sheffield.

COOKMAN, HENRY, Eastington, Yorks, Farmer. Nov 19 at 11. Off Rec, Lincoln's inn bldgs, Bowalley lane, Hull.

CHAMBERLAIN, WALTER, Plumstead, out of business. Nov 16 at 12. Off Rec, 109, Victoria st, Westminster.

CROOK, JAMES BATER, St Mary Church, Devon, Grocer. Nov 22 at 11. Castle of Exeter, Exeter.

ERDT, EDMUND JOHN BATTENSBY, and RICHARD JAMES BLACKLIN, West Hartlepool, Steamship Managers. Nov 17 at 5. Royal Hotel, West Hartlepool.

ELLIS, JOSHUA, Osmett, Yorks, Cowkeeper. Nov 16 at 4. Off Rec, Bank chbrs, Batley.

HARRIS, ROBERT, Brompton, Huntingdon, Butcher. Nov 19 at 1. Fountain Hotel, Huntingdon.

HARRISON, CAROLINE, Bath, Clothier. Nov 17 at 12.45. Gt Western Hotel, Paddington.

HARVEY, HARRIETT, Huntingdon, Confectioner. Nov 19 at 12.30. Fountain Hotel, Huntingdon.

HEWITT, JOHN, and BENJAMIN WESTWOOD, Old Hill, Glead Burners. Nov 18 at 10.30. Off Rec, Dudley.

HOGAN, JAMES, Birmingham, Clothier. Nov 19 at 11. Off Rec, Birmingham.

HUNT, WILLIAM, Weymouth, Grocer. Nov 18 at 1.15. Off Rec, Salisbury.

JOLLIFFE, CHARLES, Ryde, Isle of Wight, Builder. Nov 18 at 3. Crown Hotel, Southampton.

LANE, OLIVER DOWDING, Little Hereford, Farmer. Nov 16 at 4. Swan Hotel, Tenbury.

LANGFORD, THOMAS, Hartlebury, Worcester, Carpenter. Nov 17 at 3. Miller Corbet, solor, Kidderminster.

LATON, WILLIAM, Corby, Worcester, Farmer. Nov 16 at 10.30. James Heygate, solor, Wellingsborough.

LEE, GEORGE, Woodlands road, Blackheath, Builder. Nov 16 at 3. Off Rec, 109, Victoria st, Westminster.

MARKE, ROBERT, Shindall mews, Paddington, Cab Proprietor. Nov 17 at 11. 33, Carey st, Lincoln's inn.

MARSTON, FREDERICK CARMINE, Kidderminster, Coal Dealer. Nov 17 at 2.30. Hooper, solor, Kidderminster.

MATTHEW, JOSIAH, Hadleigh, Suffolk, Farmer. Nov 19 at 12.15. Golden Lion Hotel, Ipswich.

MILSON, CHARLES, Brompton, nr Chesterfield, Innkeeper. Nov 19 at 3. Angel Hotel, Chesterfield.

MORRIS, WILLIAM, Lincoln, Cattle Dealer. Nov 17 at 12. Off Rec, 2, St Benedict's sq, Lincoln.

PALLASCH, HENRY, Castle st, Falcon sq. Nov 16 at 11. 33, Carey st, Lincoln's inn.

PARK, ROBERT, Anerley rd, Upper Norwood, Licensed Victualler. Nov 16 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn.

PARKER, THOMAS, Nottingham, Hair Dresser. Nov 19 at 11. Off Rec, 1, High pavement, Nottingham.

PARRIS, RICHARD WILLIAM, Clec, Lincolnshire, Greengrocer. Nov 17 at 12.30. Off Rec, 3, Haven st, Gt Grimsby.

PRICE, JOSHUA CHARLES, Cardiff, Grocer. Nov 16 at 12. Off Rec, 3, Crookherbtown, Cardiff.

RUTHERFORD, THOMAS, Bootle, Timber Merchant. Nov 17 at 3. Off Rec, 25, Victoria st, Liverpool.

SEALLE, FREDERICK, Colchester, Fish Merchant. Nov 17 at 10.30. Townhall, Colchester.

SILE, WILLIAM, Elsworth, Cambridgeshire, Butcher. Nov 19 at 1.15. Fountain Hotel, Huntingdon.

SPICER, HENRY, Enfield rd, Brentford, Beerhouse Keeper. Nov 16 at 3.45. Townhall, Brentford.

SUMMERS, WILLIAM, and EDWARD SUMMERS, Nottingham, Lace Manufacturers. Nov 17 at 11. Off Rec, 1, High pavement, Nottingham.

TUSTY, HENRY, Abingdon, Berks, Carpenter. Nov 19 at 11.30. Off Rec, 1, St Aldates, Oxford.

VOSE, ALFRED THEODOR, Cannon st, Commission Agent. Nov 17 at 11. 33, Carey st, Lincoln's inn.

WAITE, WILLIAM, Bradford, Confectioner. Nov 17 at 12. Off Rec, 31, Manor row, Bradford.

WHITWELL, FRANCIS WILLIAM, Thirsk, Yorks, Druggist. Nov 18 at 3. Strickland's Railway Hotel, Thirsk Junction, Thirsk.

WILLIAMS, ROBERT, Dolbenham, Carnarvon, Farmer. Nov 20 at 11.30. Sportsman Hotel, Fortmolec.

WILLETT, JOSEPH, Oldbury, Carpenter. Nov 22 at 11. Court house, Oldbury.

WIND, ALFRED HENRY, Westow st, Upper Norwood, Timber Merchant. Nov 18 at 2. Off Rec, 109, Victoria st, Westminster.

WRIGHT, TOM ARTHUR, Leeds, Musical Instrument Dealer. Nov 18 at 11. St Andrew's chbrs, 23, Park row, Leeds.

YEADEX, ARTHUR, Batley, Yorks, Flock Merchant. Nov 16 at 3. Off Rec, Bank chbrs, Batley.

The following amended notices are substituted for those published in the London Gazette of Nov 3.

ESDY, EDMUND JOHN BATTENSBY, West Hartlepool, Steamship Manager. Nov 17 at 5. Royal Hotel, West Hartlepool.

RUST, HENRY JAMES, and EDWARD THOMAS SMITH, Gloucester, Ironmongers. Nov 9 at 2. Spread Eagle Hotel, Gloucester.

ADJUDICATIONS.

AKEHURST, LEIGH, Leeds, Max Merchant. Leeds. Pet Nov 2. Ord Nov 4.

ALLEN, WILLIAM GEORGE, Beckenhill, nr Birmingham, Farmer. Birmingham. Pet Oct 27. Ord Nov 5.

ARMSTRAD, CHARLES, March, Isle of Ely, Railway Servant. Peterborough. Pet Oct 30. Ord Nov 4.

ASHWORTH, JOHN STOWELL, Bradford, Woolsorter. Bradford. Pet Nov 3. Ord Nov 5.

BACKHOUSE, FREDERICK, Walton, Suffolk, Bellhanger. Ipswich. Pet Nov 6. Ord Nov 6.

BAILLIE, WILLIAM EARNSHAW, and CHARLES KNOWLES, Blackfriars rd, Southwark, Ironmongers. High Court. Pet Sept 28. Ord Nov 4.

BANNER, ELLIAH, Wolverhampton, Ironmaster. Wolverhampton. Pet Nov 3. Ord Nov 5.

BARTEN, CLARE MAYLAM, Bilsington, Kent, out of business. Canterbury. Pet Oct 26. Ord Nov 4.

BAXTER, ISAAC BLAKE, Darlington, Boot Dealer. Stockton on Tees and Middlesbrough. Pet Oct 28. Ord Nov 4.

BICKMORE, STEPHEN JOHN, Bingham, Notts, Builder. Nottingham. Pet Oct 21. Ord Nov 4.

BILES, WILLIAM, and HARRY SYDNEY, Eleanor rd, North Hackney, Licensed Victuallers. High Court. Pet Sept 25. Ord Nov 6.

BOWIE, FRANCIS, College avenue, Lower Clapton, Builder. High Court. Pet Aug 30. Ord Nov 4.

BRUNDEN, THOMAS, Brentford, Builder. Brentford. Pet Oct 9. Ord Nov 5.

BRYANT, GEORGE, St. Ives, Cornwall, Boat Builder. Truro. Pet Oct 29. Ord Nov 5.

BUCKLAND, JOSEPH SEAGAR, Chaddesley Corbett, Worcestershire, Farmer. Kidderminster. Pet Oct 13. Ord Oct 22.

BUSH, ISAAC, Cranborne, Dorset, Farmer. Poole. Pet Oct 28. Ord Nov 4.

BUTTANT, ARCHIBALD GEORGE, King William st, Accountant. High Court. Pet July 14. Ord Nov 4.

CLAY, GEORGE WILLIAM, Faversham, Baker. Canterbury. Pet Oct 16. Ord Nov 5.

CONNELL, FREDERIC HENRY, High rd, Kilburn, Watchmaker. High Court. Pet Oct 26. Ord Nov 4.

COOPER, JAMES, Fehore, Worcestershire, Baker. Worcester. Pet Oct 23. Ord Nov 5.

CRAWFORD, GEORGE, Henning st, Battersea, Provision Merchant. Wandsworth. Pet Oct 30. Ord Nov 1.

DAVE, EDWIN CHARLES, Devonport, General Dealer. East Stonehouse. Pet Oct 20. Ord Nov 4.

DIXON, MARY, Church Coniston, Lancashire, Licensed Victualler. Kendal. Pet Oct 20. Ord Nov 6.

FOX, MARKS, Huntingdon bldgs, Bethnal Green rd, Furrier. High Court. Pet Oct 18. Ord Nov 5.

FREEMAN, FREDERICK, Berwick st, Soho, Oilman. High Court. Pet Nov 2. Ord Nov 4.

FREEMAN, THOMAS, Smarden, Kent, Farmer. Canterbury. Pet Oct 19. Ord Nov 4.

GODBOLD, HENRY WILLIAM, Leytonstone, Essex, Draper. High Court. Pet Oct 20. Ord Nov 4.

GRIVES, ROBERT, West st, Faversham, Ironmonger. Canterbury. Pet Oct 18. Ord Nov 5.

HAGG, JOHN, Geneva rd, Brixton, Warehouseman. High Court. Pet Nov 3. Ord Nov 6.

HALL, GEORGE ALBERT, Dartford, Kent, Boot Manufacturer. Rochester. Pet Nov 28. Ord Nov 4.

HANE, WILLIAM JAMES, Bournemouth, Fruiterer. Poole. Pet Oct 29. Ord Nov 4.

HATMAN, HENRY EDWARD, Bunhill row, Box Maker. High Court. Pet Oct 30. Ord Nov 4.

HEARD, JOHN, jun, Sudbury, Suffolk, General Dealer. Colchester. Pet Sept 6. Ord Nov 3.

KITSON, GEORGE, Batley, Yorks, Mason. Dewsbury. Pet Oct 16. Ord Nov 4.

LANE, OLIVER DOWDING, Little Hereford, Farmer. Kidderminster. Pet Oct 30. Ord Nov 2.

LANGFORD, THOMAS, Hartlebury, Worcestershire, Carpenter. Kidderminster. Pet Oct 28. Ord Nov 2.

LYND, WILLIAM, Uxbridge rd, Shepherd's Bush, Engineer. High Court. Pet Nov 3. Ord Nov 5.

MARSTON, FREDERICK CARMINE, Kidderminster, Coal Dealer. Kidderminster. Pet Oct 30. Ord Nov 5.

MCGRATH, BERNARD, Liverpool, Provision Dealer. Liverpool. Pet Oct 8. Ord Nov 6.

MECZYK, WOLF, Steward st, Brushfield st, Grocer. High Court. Pet Nov 2. Ord Nov 5.

MILSON, CHARLES, New Brompton, nr Chesterfield, Innkeeper. Chesterfield. Pet Nov 3. Ord Nov 4.

O'LEARY, DANIEL JOSEPH, Carter lane, Silk Merchant. High Court. Pet Oct 7. Ord Nov 5.

PACT, THOMAS, Bolton upon Dearne, Yorks, Farmer. Sheffield. Pet Nov 5. Ord Nov 4.

PARKER, THOMAS, Nottingham, Hair Dresser. Nottingham. Pet Nov 1. Ord Nov 4.

PERRIN, RICHARD WILLIAM, Clec, Lincoln, Greengrocer. Gt Grimsby. Pet Oct 30. Ord Nov 3.

PICKUP, THOMAS BARNES, Scunthorpe, Lincoln, Grocer. Gt Grimsby. Pet Oct 18. Ord Nov 3.

PIGGINS, ALFRED, Sheffield, Coal Merchant. Sheffield. Pet Nov 5. Ord Nov 5.

PIGGOTT, WILLIAM HENRY, Victoria rd, Holloway, Builder. High Court. Pet Nov 6. Ord Nov 6.

PRICE, WILLIAM LEDWARD, Frodsham, Cheshire, Mason. Warrington. Pet Oct 26. Ord Nov 5.

FLOWRIGHT, WILLIAM, Upton, Nottinghamshire, Farmer. Nottingham. Pet Oct 18. Ord Nov 3.

RANSEY, WILLIAM, Aston, Oxfordshire, Farmer. Oxford. Pet Nov 3. Ord Nov 3.

ROBERTS, JOHN WILLIAM, Bethesda, Carnarvonshire, Stonemason. Bangor. Pet Oct 20. Ord Nov 6.

RUTHERFORD, THOMAS, Bootle, Timber Merchant. Liverpool. Pet Oct 29. Ord Nov 6.

SHANLEY, JAMES FULLERTON, Liverpool, Tailor. Liverpool. Pet Nov 1. Ord Nov 1.

SHARD, CHARLES HENRY, High Holborn, Music Publisher. High Court. Pet Sept 16. Ord Nov 4.

SHORTLAND, JOHN, Carrington, Nottingham, Contractor. Nottingham. Pet Sept 8. Ord Nov 3.

SILK, WILLIAM, Elsworth, Cambridgeshire, Butcher. Cambridge. Pet Nov 4. Ord Nov 5.

SINGLETON, BONNER, Nottingham, Boot Maker. Nottingham. Pet Oct 20. Ord Nov 4.

SMITH, HENRY, Leicester, Chemist. Leicester. Pet Aug 21. Ord Nov 4.

SPICER, HENRY, Enfield rd, Brentford, Beerhouse Keeper. Brentford. Pet Oct 19. Ord Nov 6.

TURNER, GEORGE, Old Radford, Nottingham, Carter. Nottingham. Pet Oct 27.
 Ord Nov 5
 TURVEY, HENRY, Abingdon, Berks, Carpenter. Oxford. Pet Nov 1. Ord Nov 5
 VARNET, ALFRED, Ramsgate, Baker. Canterbury. Pet Nov 4. Ord Nov 5
 WADDINGTON, JOHN, Colne, Lancashire, Joiner. Burnley. Pet Oct 15. Ord
 Nov 6
 WAITE, WILLIAM, Bradford, Confectioner. Bradford. Pet Nov 4. Ord Nov 4
 WAYRE, ALEXANDER, Oxford st, Manufacturing Furrier. High Court. Pet Oct
 9. Ord Nov 5
 WEBSTER, HENRY CARPENTER, Bodmin, Cornwall, Tailor. Truro. Pet Oct 16.
 Ord Nov 5
 WOOD, THOMAS, Nuneaton, Warwick, Publican. Coventry. Pet Sept 15. Ord
 Nov 5
 WILLIAMS, ROBERT, Dolbenmaen, Carnarvon, Farmer. Bangor. Pet Oct 27.
 Ord Nov 6
 YOUNG, EDWARD, Dewsbury, Yorks, Dyer. Dewsbury. Pet Oct 19. Ord Nov 4
 YEADON, ARTHUR, Batley, Yorks, Flock Merchant. Dewsbury. Pet Oct 30. Ord
 Nov 4
 The following amended notice is substituted for that published in the
 London Gazette of Oct 5.
 WOTTON, JOHN ENDAOOTT, West Bromwich, House Painter. Oldbury. Pet Sept
 20. Ord Sept 28

Nov 18.—Mr. WALTER KNIGHT, at the Mason's-hall Tavern, Leasehold Licensed
 Property (see advertisement, this week, p. 4).
 Nov 17.—Messrs. HOBSON, RICHARDS, & CO., at the Mart, at 2 p.m., Freehold
 Estates (see advertisement, this week, p. 4).
 Nov 19.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold and Leasehold
 Properties (see advertisement, November 6, p. 6).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

LEATHAM.—Nov. 4, at the Red House, Wentbridge, Yorkshire, the wife of
 Claude Leatham, solicitor, of a son.
 SOLOMON.—Nov. 5, at 22, Linden-gardens, W., the wife of Joseph Maurice
 Solomon, of Lincoln's-inn, barrister-at-law, of a son.

MARRIAGE.

CURNOW.—MARSHALL.—Sept. 23, at Sydney, John Roberts Curnow, solicitor, of
 Warwick, to Katharine Cella, daughter of Captain G. S. Marshall, Cassinove-
 road, Stoke Newington.

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SALES OF ENSUING WEEK.

Nov 16.—Messrs. HOWELL, SON, & BONNIN, at the Mart, at 2 p.m., Leasehold
 Properties (see advertisement, November 6, p. 6).
 Nov 16.—Messrs. PHILIP D. TUKERT & CO., at the Mart, at 1 p.m., Freehold
 Premises (see advertisement, November 6, p. 6).

SECRECY. SECURITY. SAFETY.

CHANCERY LANE SAFE DEPOSIT.

Your
Jewelry and
Property
safe from
Burglar or
Thief.

Under your
own Lock
and Key.



VIEW OF A STRONG ROOM FITTED WITH SAFES.

Your Will
and
Documents
safe from
Fire or Spy.

Under your
own Lock
and Key.

SAFES from 1 to 5 Guineas. STRONG ROOMS from 7 to 80 Guineas per Annum.
 GUARDED NIGHT AND DAY.

WRITING, TELEPHONE, AND WAITING ROOMS FOR LADIES AND GENTLEMEN.

The Public are invited to inspect this Valuable Stronghold; Card of Admission post-free on application to the Manager.

61 & 62, CHANCERY LANE, LONDON.

SCHWEITZER'S COCOATINA

Anti-Dyspeptic Cocoa or Chocolate Powder.
 Guaranteed Pure Soluble Cocoa of the Finest Quality
 with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, per-
 fectly digestible beverage for Breakfast, Luncheon, or
 Supper, and invaluable for Invalids and Children."

Highly commended by the entire Medical Press.
 Being without sugar, spice, or other admixture, it suits
 all palates keeps for years in all climates, and is four
 times the strength of cocoas thickened yet weakened
 with starch, &c., and in reality cheaper than such
 Mixtures.

Made instantaneously with boiling water, a teaspoonful
 to a Breakfast Cup, costing less than a halfpenny.

COCOATINA A LA VANILLE is the most delicate, digestible,
 cheapest Vanilla Chocolate, and may be taken when
 richer chocolate is prohibited.

In tins at 1s. 6d., 3s., 5s. 6d., &c., by Chemists and
 Grocers.

Charities on Special Terms by the Sole Proprietor,
 H. SCHWEITZER & Co., 10, Adam-st., Strand, London, W.C.

EDE AND SON,

ROBE MAKERS,

BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of
 the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks,
 and Clerks of the Peace.

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ESTABLISHED 1850.

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UNTEARABLE LETTER COPYING BOOKS.

HOWARD'S PATENT.

Stronger and more durable than any other
 Letter Copying Books now made

THE COPYING BOOK FOR THE PROFESSION.

PRICE LIST UPON APPLICATION

WODDERSPOON & CO.,

7, SERLE STREET, AND 1, PORTUGAL STREET,
 LINCOLN'S INN, W.C.

NOTICE is hereby given that the List of Applications for Shares will close on **MONDAY, the 15th inst., for Town and Country.**
(By Order) **B. G. KINNEAR,**
Secretary (pro tem.)
Winchester House, Old Broad Street, E.C.,
November 10, 1886.

The Mortgage Insurance Corporation, Limited.

Incorporated under the Companies' Acts, 1862 to 1886, whereby the liability of the Shareholders is limited to the amount unpaid on their Shares.

SHARE CAPITAL, £2,000,000,

First Issue of £1,000,000,

(Of which £250,000 has been subscribed by the Founders),

IN 100,000 SHARES OF £10 EACH.

Payable 10s. per Share on Application, 10s. per Share on Allotment, and £1 on the 15th February, 1887.

It is not intended to make further Calls.

DIRECTORS.

The Right Hon. E. FLEWELL BOUVERIE, Chairman.
Sir SYDNEY H. WATERLOW, Bart., Deputy Governor
Union Bank of London, Deputy Chairman.
J. SPENCER BALFOUR, Esq., Deputy Chairman Assets
Realization Company, Limited.
THOS. CHARRINGTON, Esq., Director Metropolitan
Life Assurance Society.
ARTHUR HENRY, Esq. (Messrs. Henty & Sons,
Bankers), Worthing.
HENRY HONEY, Esq. (late Messrs. Honey, Hum-
phreys, & Co.), Wyvelsfield, Chislehurst.
Sir HENRY E. KNIGHT, Alderman, Chairman South-
west and Vauxhall Water Company.
EDWARD NORMAN, Esq. (Messrs. Martin & Co.), 68,
Lombard Street, E.C.
LEOPOLD SALOMON, Esq., Director Employers'
Liability Assurance Corporation.
VINCENT B. TRITTON, Esq., Director City of London
Fire Insurance Company.

BANKERS.

Messrs. MARTIN & Co., 68, Lombard Street, E.C.
UNION BANK OF LONDON, Limited, Chancery Lane,
Regent Street, and Charing Cross Branches.

SOLICITORS.

Messrs. LINKLATER, HACKWOOD, ADDISON, & BROWN,
7, Walbrook, E.C.
Messrs. BAKER, BLAKER, & HAWES, 117, Cannon
Street, E.C.

AUDITORS

Messrs. BROADS, PATERSON, & Co., 1, Walbrook, E.C.

TEMPORARY OFFICES.

WINCHESTER HOUSE, OLD BROAD STREET, E.C.

SECRETARY (pro tem.).

B. G. KINNEAR, Esq.

PROSPECTUS.

This Company has been incorporated for the purpose of granting Insurances to the holders of Mortgages, Mortgage Debentures, Mortgage Debenture Stock, and other securities against loss of principal and interest.

Although advances upon mortgages justly occupy the first rank among investments, experience (particularly during the last few years) has demonstrated that, in spite of the exercise of every ordinary precaution, it is impossible to make adequate provision against loss in every case. The Directors confidently believe, and have been assured by many Solicitors and other competent authorities, that in introducing the system of assurance to mortgage investments, they will supply a valuable element of security of which advantage is certain to be largely taken.

It is believed that the operations of this Corporation, whilst very profitable to its Shareholders, will be of the utmost advantage to all who are interested, either as Owners or Mortgagees of property, and especially as to Trustees. The Policies of this Corporation will assure and strengthen the relative position of borrowers and lenders, and will remove the element of doubt and uncertainty which, as above stated, often attends even the best class of mortgage business. Prudent lenders will naturally desire that their interest shall be regularly paid, and their securities enhanced by the guarantee of a large and powerful company, whilst borrowers who are prepared to assure their obligations, will necessarily be able to procure better terms as to interest and otherwise than would be obtainable without such guarantee.

The field open to the operations of the Corporation is practically limitless. It is believed that the effect of the additional security offered to Mortgagees and others will largely increase the present volume of Mortgage transactions, but it may be safely stated that, assuming only a small per centage of the property at present the subject of Mortgage were assured with the Corporation, it would yield an amount of business which would return a large dividend to the Shareholders.

The Capital paid up will be invested in readily available and high-class securities and will furnish, with the amount unallotted, a guarantee for the engagements which the Corporation may enter into. Every proposal for insurance will be considered on its merits, and will be accepted at such rates and

subject to such conditions as the Directors may consider proper having regard to the risk undertaken. The Corporation is prepared to offer at once such terms as it is believed will secure an immediate, large, and profitable business.

No contracts have been entered into and no promotion money has been or will be paid. The founders have subscribed the first £250,000 of the ordinary Share Capital, and pay all the preliminary expenses, except law charges and usual brokerage; they will be entitled to receive upon their Founders' Shares as distinct from the Ordinary Shares, one-half the net profits after payment of 7 per cent. on the Ordinary Shares, and after providing for a Reserve Fund, the remaining half will be available for increased dividends on the Ordinary Shares.

If no allotment is made the application money will be returned in full, and in case a smaller amount is allotted than is applied for the excess paid on application will be applied in payment of the allotment money.

Prospectuses and forms of application for shares may be obtained at the offices of the Corporation, or from its Brokers, Bankers, or Solicitors. Copies of the Memorandum and Articles of Association may be seen at the Offices of the Solicitors.

THE NEW ZEALAND LAND MORTGAGE COMPANY, Limited.

Capital £2,000,000, fully subscribed.
£200,000 paid up. Reserve Fund, £5,000.

The Company's loans are limited to first-class freehold mortgages. The Debenture issue is limited to the uncalled capital.

HOME DIRECTORS.

H. J. BRISTOW, Esq. Sir WILLIAM T. POWER,
W. K. GRAHAM, Esq. K.C.B.
FALCONER LARKWORTHY, Esq.
Esq. C.M.G.
ARTHUR M. MITCHISON, Esq. Sir EDWARD W. STAFFORD, K.C.M.G.

Chairman of Colonial Board—
The Hon. Sir FREDK. WHITAKER, K.C.M.G., M.L.C.,
late Premier of New Zealand.

The Directors are issuing Terminable Debentures bearing interest at 4 per cent. for three years, and 4½ per cent. for five years and upwards. Interest half-yearly by Coupons.

A. M. MITCHISON, Managing Director.
Leadenhall-buildings, Leadenhall-st., London, E.C.

LAW LIFE ASSURANCE SOCIETY,

FLEET STREET, LONDON.—Instituted 1823.

Assets on 31st December, 1885... .. £5,245,223

Income for the Year 1885... .. £258,476

Amount paid in claims to 31st Dec., 1885... .. £14,536,563

Reversionary Bonus allotted for the five years ending 31st Dec., 1884... .. £680,946

Reversionary Bonuses hitherto allotted... .. £6,889,937

The Expenses of Management, including Commission, are about 4½ per cent. of the Income.

The limits of free travel and residence have been largely extended, and rates of extra premium reduced.

Loans granted on security of Policies, Life Interests, Reversions, and Borough and County Rates, as well as on other approved Securities.

Life Interests and Reversions are purchased.

Claims paid immediately on proof of death and title.

Commission allowed to Solicitors and others on Assurances effected through their introduction.

Prospectus and Form of Proposal sent on application to the Actuary.

LAW UNION FIRE AND LIFE INSURANCE COMPANY.

ESTABLISHED IN THE YEAR 1854.

The only Law Insurance Office in the United Kingdom which transacts both Fire and Life Insurance Business.

Chief Office—
216, CHANCERY LANE, LONDON, W.C.

The Funds in hand and Capital Subscribed amount to £1,900,000 sterling.

Chairman—JAMES CUDDON, Esq., of the Middle Temple, Barrister-at-Law.

Deputy-Chairman—CHARLES PEMBERTON, Esq. (Lee & Pemberton), Solicitor, 44, Lincoln's-inn-fields.

The Directors invite attention to the New Form of Life Policy, which is free from all conditions.

Policies of Insurance granted against the contingency of Issue at moderate rates of Premium.

The Company ADVANCES Money on Mortgage of Life Interests and Reversions, whether absolute or contingent.

The Company also purchases Reversions.

Prospectuses, copies of the Directors' Report and Annual Balance Sheet, and every information, sent post-free on application to

FRANK MCGEDY, Actuary and Secretary.

THE STANDARD LIFE ASSURANCE COMPANY.

Established 1825.

Invested Funds... .. £4 Millions Sterling.

Annual Revenue... .. £200,000.

At the division of Surplus declared on 11th May, 1886, Reversionary Bonus additions to the amount of £200,000 were added to Policies.

Moderate Rates of Premiums. Liberal Conditions.

Tables of Rates and all other information on application.—London: 83, King William-street, E.C., and 4, Pall Mall East, S.W.

NORTHERN ASSURANCE COMPANY.

Established 1836.
LONDON: 1, Moorgate-street, E.C. AMSTERDAM: 1, Union-terrace.

INCOME & FUNDS (1885):—

Fire Premiums... .. £577,000

Life Premiums... .. 191,000

Interest... .. 132,000

Accumulated Funds... .. £8,134,000

REVERSIONARY and LIFE INTERESTS IN LANDED or FUNDED PROPERTY

or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the **EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED)**, 10, Lancaster-place, Waterloo Bridge, Strand. Established 1835. Capital, £500,000. Interest on Loans may be capitalized.

F. S. CLAYTON, } Joint
O. H. CLAYTON, } Secretaries

ACCIDENTS OF DAILY LIFE

INSURED AGAINST BY

THE RAILWAY PASSENGERS' ASSURANCE COMPANY

(ESTABLISHED 1849),

64, CORNHILL, LONDON.

Capital... .. £1,000,000.

Income... .. £246,000.

COMPENSATION PAID FOR 112,000 ACCIDENTS, £2,215,000.

CHAIRMAN—HARVEY M. FARQUHAR, Esq.

Apply to the Clerks at the Railway Stations, the Local Agents, or

West-end Office:—8, GRAND HOTEL BUILDINGS, W.C.

Or at the Head Office:—64, CORNHILL, LONDON, E.C.

J. VIAN WILLIAM, Secretary.

ESTABLISHED 1851. BIRKBECK BANK.—

Southampton-buildings, Chancery-lane.

THREE per CENT. INTEREST allowed on DEPOSITS, repayable on demand.

TWO per CENT. INTEREST on CURRENT ACCOUNTS calculated on the minimum monthly balances, when not drawn below £100.

The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills or Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.

The BIRKBECK ALMANACK, with full particulars, post-free, on application.

FRANCIS RAVENSCROFT, Manager.

CAVENDISH COLLEGE, Cambridge.

PRESIDENT:

HIS GRACE THE DUKE OF DEVONSHIRE, K.G.

The Object of this College is to enable Students at the earliest practicable age, and at a moderate cost, to take the University Degree in Arts, Law, or Medicine.

Students are admitted at 16, and a Degree may be taken at 19.

The College Charges for Lodging and Board (with an Extra Term in the Long Vacation), including all necessary expenses of tuition for the B.A. Degree, are £84 per annum.

For further information apply to the WARDEN, Cavendish College, Cambridge.

CHURCH PREFERMENT for EXCHANGE.—

The Rector of a pleasant country living in South of England, population 400, income approaching £300 per annum and house, would be willing to exchange the next two or three presentations for an advowson of small value in southern or western country.—Address, RECTOR, Mr. Eland's Library, Exeter.

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CERIALS, Free to any Railway Station in Great Britain.—HALLETT'S PEDIGREE SEED COMPANY, LIMITED, Brighton. Telegraphic Address, "Pedigree, Brighton."

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An Architect and Surveyor, having had over thirty years' experience, and holding one Government appointment, is open to receive a Pupil; moderate premium, partly returned in salary.—Apply to Mr. EDWARD CLARK, 492, West Strand, Charing-cross, W.C.

BOOKS BOUGHT.—

To Executors, Solicitors, &c.—HENRY SOTHERAN & CO., 36, Piccadilly, and 136, Strand. Second-hand Booksellers, are prepared to PURCHASE LIBRARIES or smaller collections of Books, in town or country, and to give the utmost value in cash. Experienced valuers sent. Removals without trouble or expense to vendors. Established 1819.

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